SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00005
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **South Texas Family Planning and Health Corporation** ("Grantee" or "Contractor"), having its principal office at 4455 South Padre Island Drive, Ste. 29, Corpus Christi, TX 78411 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **2,778** Unduplicated Clients during the term of this Contract.

V. Not-To-Exceed Amount and Cost Reimbursement Process

The total amount of this Contract shall not exceed **$691,781** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. Contract Representatives.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee
South Texas Family Planning and Health Corporation
4455 South Padre Island Drive, Ste. 29
Corpus Christi, TX 78411
Attention: Martha F. Zuniga
Email: MarthaZuniga@stfphc.org
Phone: (361) 855-7333 ext. 11

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee
South Texas Family Planning & Health Corporation
4455 South Padre Island Dr., Suite #29
Corpus Christi, TX 78411
Attention: Martha F. Zuniga

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. Execution of Contract

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

System Agency

Name: Lesley French
Title: Associate Commissioner
Date of execution: _____

Grantee

Name: Martha F. Zuniga
Title: Executive Director
Date of execution: 06-20-2016

The following attachments are attached hereto and incorporated herein by reference:

Attachment A – Healthy Texas Women Open Enrollment Solicitation
Attachment B – Contractor's revised Program Forms
Attachment C – Contractor's revised Budget Documents
Attachment D – Contractor's Open Enrollment Application
Attachment E – Uniform Terms and Conditions
Attachment F – Special Conditions
Attachment G – State Assurances
Attachment H – Federal Assurances
Attachment I – Data Use Agreement

Attachment A – Healthy Texas Women Open Enrollment Solicitation

TEXAS
Health and Human
Services Commission

Chris Traylor, Executive Commissioner

Open Enrollment
For
Healthy Texas Women

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

924-16: Laboratory Testing Services
918-88: Quality Assurance Services
948-47: Care Center Services, Health
948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers
948-55: Laboratory Services; Non-Physician
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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	**Lizet Alaniz, CTPM**
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	**(512) 406-406-2423**
Fax:	**(512) 406-406-2695**
Email Address:	**lizet.alaniz@hhsc.state.tx.us**

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	**05/27/16**
Open Enrollment Period Closes	**5:00 PM CST**

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	**9:00 AM CST 06/02/16**
HHSC Post Awards to Electronic State Business Daily (ESBD)	**As contracts are executed**
Anticipated Contract Start Date	**7/1/16**

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment**. The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: https://www.sam.gov/portal/public/SAM;

- determined to be "Active" by the Texas Comptroller of Public Accounts: http://www.cpa.state.tx.us/taxinfo/coasintr.html;

- located in Texas and have a Texas business address; and

- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

a. does not perform or Promote Elective Abortions;
b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms "can," "may," or "should" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the ESBD search page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the ESBD. Applicant must check the ESBD frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

(1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;

(2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;

(3) Staff development and training related to HTW Fee-for-Service Program service delivery; and

(4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

A. Identify the services it proposes to provide;
B. Identify the Priority Population to be served;
C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
E. Provide an organizational Chart;
F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
    a. Medical Director's involvement in the QA/QI activities;
    b. Activities used to identify trends of needed improvement and the frequency of those activities;
    c. Activities to ensure correction and follow-up to findings identified;
    d. Use and frequency of client satisfaction surveys;
    e. System used to identify, report, and monitor adverse outcomes; and
    f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:
Applicant must:

A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
d. Define the time frame for accomplishing each objective/activity.
e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

A. Geographic boundaries of the community (urban or rural, physical environment);

B. General demographic data (age, gender, ethnicity, etc.);

C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);

D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and

E. Priority Population for Applicant's project, including:
   1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).

F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

A. Appropriate signage;

B. Space for clinical and administrative functions;

C. Secure storage of records and medical supplies;

D. Disposal of medical waste;

E. CLIA certification;

F. Accessibility;

G. Emergency policies;

H. Interpreter policies;

I. Compliance with ADA; and

J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;

B. Identification of specific training for eligibility and billing staff;

C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and

D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;

B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and

C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

A. Inform the public of its purpose and services;
B. Enhance community understanding of its objectives;
C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
D. Enlist community support; and
E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and

2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

> **NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is $18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	$18,000,000
Region 1	$598,665
Region 2	$3,60,963
Region 3	$4,426,189
Region 4	$764,775
Region 5	$530,255
Region 6	$4,169,157

Region 7	$1,964,974
Region 8	$1,875,695
Region 9	$370,578
Region 10	$784,901
Region 11	$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of $100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John Wesley.Smith@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. **Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or**

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; **or**

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the Applicant.

- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.
The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016** at **9:00 A.M. (CST) to discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call. Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerP(

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content,* of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST)** on **July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

A. clearly legible
B. sequentially page-numbered and include the Applicant's name at the top of each page;
C. organized in the sequence outlined in Section 3.8;
D. bound in a notebook or cover;
E. Correctly identified with the open enrollment number and submittal deadline;
F. responsive to all Application requirements;
G. Typed on 8 ½" by 11" paper;
H. In Arial or Times New Roman font, size 12 for normal text, no less that size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary
Section 2 – Completed Forms A - M-1:

Form A:	Application Table of Contents and Checklist
Form B:	Texas Counties and Regions List Served By Project
Form C:	Contact Person Information
Form D:	DELETED
Form E:	DELETED
Form F:	Budget Summary & Details
Form G:	Applicant Background
Form H:	Funding Request and Performance Measures
Form I:	Work Plan
Form J:	Assessment Narrative
Form K:	Healthy Texas Women Clinic Site Readiness
Form K-1:	Healthy Texas Women Clinic Sites
Form L:	Staff Development Plan
Form L-1:	Staff Development Training Calendar
Form M:	Community Education/Program Promotion Plan
Form M-1:	Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI) http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at: http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

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6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.

B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	☐	
B	Texas Counties and Regions List Served by Project	☐	
C	Contact Person Information	☐	
D	DELETED	☐	
E	DELETED	☐	
F	Budget Summary and Details	☐	
G	Applicant Background	☐	
H	Funding Request and Performance Measures	☐	
I	Work Plan	☐	
J	Assessment Narrative	☐	
K	Healthy Texas Women Clinic Site Readiness	☐	
K-1	Healthy Texas Women Clinic Sites	☐	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	☐	
L	Staff Development Plan	☐	
L-1	Staff Development Training Calendar	☐	
M	Community Education/Program Promotion Plan	☐	
M-1	Community Education/Program Promotion Calendar"	☐	
	Contracting Forms: HHSC Business Opportunities Webpage • Child Support Certification; • Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts; • Required Certifications; • Federal Lobbying Certification; • Anti-Trust Certification; • Respondent Information and Disclosures; and • Information Security and Privacy Initial Inquiry (SPI) http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf	☐	

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	☐	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	☐	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fanning	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in Appendix A.

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

Legal Business Name of Applicant: _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.

2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.

3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.

4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).

5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).

6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
   A. Experience subcontracting with other organizations/providers;
   B. Experience developing subcontracts and subcontract negotiations;
   C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
   D. Experience providing technical assistance to subcontractors, including budget development and management;
   E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
   F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
   G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
   H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

Legal Business Name of Applicant: _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Applicant Background Guidelines.
3. Applicant's response must not exceed 18 pages.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Applicant: _____

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	$

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.

2. Required attachments are not counted in the page maximum.

3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

a. Identify the services Applicant intends to provide;
b. Identify the Priority Population to be served;
c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
e. Provide an organizational Chart
f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
b. At a minimum, provide the following information:
    1) Medical Director's involvement in the QA/QI activities;
    2) Activities used to identify trends of needed improvement and the frequency of those activities;
    3) Activities to ensure correction and follow-up to findings identified;
    4) Use and frequency of client satisfaction surveys;
    5) System used to identify, report, and monitor adverse outcomes; and
    6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:

    a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
    b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
    c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
    d. Define the time frame for accomplishing each objective/activity.
    e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

Legal Business Name of Applicant: _____

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

FORM I: WORK PLAN

Program Component C Professional Development				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

FORM I: WORK PLAN

Program Component D Recruitment				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

FORM I: WORK PLAN

Program Component E LARC Usage				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., key morbidity/mortality statistics).

2. A description of the Priority Population including:
    e. Geographic service area (Form B);
    f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
    g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K
CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Applicant: _____

Clinic Site # of _____

Appropriate signage to identify funded entity?	☐ **Yes**	☐ **No**
Space for clinical and administrative staff?	☐ **Yes**	☐ **No**
Locked storage for charts, records, medications and medical supplies?	☐ **Yes**	☐ **No**
Proper disposal for medical waste?	☐ **Yes**	☐ **No**
CLIA certification for level of tests performed?	☐ **Yes**	☐ **No**
Handicap-accessible clinic sites that are geographically close to target population?	☐ **Yes**	☐ **No**
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☐ **Yes**	☐ **No**
Appropriate emergency policies/procedures and supplies as applicable?	☐ **Yes**	☐ **No**
Appropriate use of interpreter services and language translation (including resources for both)?	☐ **Yes**	☐ **No**
Compliance with ADA requirements?	☐ **Yes**	☐ **No**
Financial management systems including secure data storage?	☐ **Yes**	☐ **No**

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Applicant: _____

Clinic Site # of ____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite:
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:	Class:		
TPI#:	NPI#:		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes ☐ No			
Mobile Site: ☐ Yes ☐ No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name of Applicant: _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name of Applicant: _____

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form L-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

   Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	**Procedure Codes**	**Reimbursement Rates**
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered in accordance with Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel

TEXAS
Health and Human Services Commission

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1 0.pdf

Note: Appendix C not numbered in accordance with Open Enrollment

TEXAS
Health and Human Services Commission

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

Legal Business Name of Applicant: _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI Number _____
If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   ☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

   ☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification_____through 12/31/_____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 1

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	**159,586**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	**96,222**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	**1,179,889**	**100%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	**203,866**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	**141,350**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	**1,111,372**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 7

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	**523,803**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 8

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	**500,004**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	**98,785**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	**209,231**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	**574,151**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor's Revised Program Forms

ATTACHMENT B

FORM H: FUNDING REQUEST AND CLIENTS SERVED – after award

Legal Business Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	691,781

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	2,778

Attachment C – Contractor's Revised Budget

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.
*

  Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget temples at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

* After you complete each budget category detail template, go to the Budget Summary.
* Distribute the total amount in column 1 in each budget category manually amoung the various funding sources (columns 2 through 6).
* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
* Fill all budget forms out in **WHOLE DOLLARS**.

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	$507,662	$250,000	$257,662
B. Fringe Benefits	$76,149	$10,000	$66,149
C. Travel	$26,889	$10,000	$16,889
D. Equipment	$75,000	$75,000	$0
E. Supplies	$199,991	$89,991	$110,000
F. Contractual	$196,400	$50,000	$146,400
G. Other	$310,500	$143,901	$166,599
H. Total Direct Costs	$1,392,591	$628,892	$763,699
I. Indirect Costs	$139,260	62,889	76,371
J. Total (Sum of H and I)	$1,531,851	$691,781	$840,070

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$507,662**	**$507,662**	**Fringe Benefits**	**$76,149**	**$76,149**
	Travel	**$26,889**	**$26,889**	**Equipment**	**$75,000**	**$75,000**
	Supplies	**$199,991**	**$199,991**	**Contractual**	**$196,400**	**$196,400**
	Other	**$310,500**	**$310,500**	**Indirect Costs**	**$139,260**	**$139,260**

TOTAL FOR:	**Distribution Totals**	**$1,531,851**	**Budget Total**	**$1,531,851**

List any budget assumptions below:

Revised: 11/18/2009

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
Executive Director (E)	N	Provides programmatic oversight & accountability for organization	0.3	Master Degree	$6,000.00	14	$25,200
Billing and Reimbursement Director (E)	N	Provides Medical Billing, CPT Coding, Legal Research on policies, procedures	0.3	Bachelor's Degree and Coding Certified	$4,100.00	14	$17,220
Fiscal Services Director (E)	N	Provides Financial Accountability for organization	0.3	Bachelor Degree	$5,200.00	14	$21,840
Educational Director (E)	N	Assists in providing programmatic oversight and provides education	0.2	Master Degree	$5,271.31	14	$14,760
Clinic Services Director (E)	N	Provides programmatic oversight & accountability	0.2	PA Medical License	$5,800.00	14	$16,240
Quality Assurance Director/Clinician (E)	N	Provides risk management oversight and exams/direct patient care	0.2	APRN Medical License	$5,800.00	14	$16,240
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Specialist, CHW (E)	N	Client intake, eligibility, education, lab	0.4	Diploma	$2,600.00	14	$14,560
					TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS		$306,002
					SalaryWage Total		$507,662

FRINGE BENEFITS	**Itemize the elements of fringe benefits in the space below:**
Non-Optional Benefits: Worker's Compensation; Social Security; Medicare and Optional Benefits: Retirement, Health	
Fringe Benefit Rate %	15.00%
Fringe Benefits Total	$76,149

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
					SalaryWage Total		$152,880

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
IT Support (E)	N	Provides network and computer programming supervision	0.01	Certificate	$2,600.00	14	$364
IT Support (E)	N	Provides NFP education	0.01	Certificate	$2,500.00	14	$350
Asst. Clinic Services Supvr., CHW (E)	N	Provides support and assistance to Clinic Svs. Director and QA director	0.3	CHW Certificate	$3,100.00	14	$13,020
Bookkeeper (E)	N	Provides data entry into accounting system and assists Fiscal Director	0.2	Diploma	$2,200.00	14	$6,160
IT Supervisor (E)	N	Provides network and computer programming supervision for E.H.R./Billing	0.01	Associate Degree	$3,631.00	14	$508
Administrative Assistant, CHW (E)	N	Provides clerical support	0.3	Diploma/Certificate	$1,900.00	14	$7,980
Administrative Assistant (E)	N	Provides clerical support	0.3	Diploma	$1,900.00	14	$7,980
Medical Director (E)	N	Provides medical oversight & accountability	0.3	MD, OB-GYN Medical Licens.	$9,000.00	14	$37,800
Asst. Medical Director (E)	N	Provides medical oversight & accountability	0.3	MD, Medical License	$8,800.00	14	$36,960
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
					SalaryWage Total		$153,122

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
HTW Program Training	Attend New Contractor Training Orientation for the HTW Program	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
ICD-10 Billing and Coding Conference	AAPC Conference for Billing Director to remain in compliance with required claim submission	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0
Total for Conference / Workshop Travel					$3,300

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Educational Director/CHW to provide presentations in community at churches, schools, social service entities, etc., about HTW servies throughout the	20000	$0.555	$11,100		$11,100
Clinic Services Director - travel to HTW clinic sites to provide monitoring and oversight, medical services, review files, do staff observations, etc., at six clinics	5000	$0.555	$2,775		$2,775
Executive Director - travel to site locations to monitor, review, evaluate, and oversee services at all service sites	2500	$0.555	$1,388		$1,388
Clinic Coordinators and CHW/FP Specialists - to travel to other sites and fill in as needed during staff vacations, shortages, special clinic sessions, health	10000	$0.555	$5,550		$5,550
Fiscal Services Director and Bookkeeper - to perform internal fraud and abuse audits on clinics at all service sites	2500	$0.555	$1,388		$1,388
QA Director/Clinician - to perform quality assurance audits on clinic sites, review charts, provide direct services to patients, etc. at all service locations	2500	$0.555	$1,388		$1,388
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $23,589

Other / Local Travel Costs: $23,589 Conference / Workshop Travel Costs: $3,300 **Total Travel Costs:** $26,889

Indicate Policy Used: Respondent's Travel Policy [ ] State of Texas Travel Policy [ ]

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Piccolo Laboratory Machine	to perform Point-Of-Care on-site testing to monitor and treat HTW women for diabetes and hypertension	6	$12,500	$75,000
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$75,000**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Office Supplies	General Office Supplies needed to support HTW services delivered. No item has a unit cost greater than $499	$25,000
Medical Record Supplies	General Medical Record Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$5,000
Clinic Supplies	General Clinic Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$25,000
Immunizations	General Vaccines for HTW eligible clients. No item has a unit cost of greater than $499	$5,000
Educational Materials	General Educational Supplies and Materials needed to support HTW Services delivered. No item has a unit cost greater than $499	$10,000
Contraceptives	General Contraceptive Supplies-For stocking Class D Pharmacy. Methods needed to support HTW Services delivered. No item has a unit cost greater than $499	$100,000
Janitorial Supplies	General Janitorial Supplies needed to support HTW services delivered. No item has a unit cost greater than $499	$4,991
Laboratory Supplies	General Lab Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$10,000
Rx, Tx, Vaginitis, Cervicitis Supplies	General Medication and Treatment Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$15,000
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$199,991**

Revised: 7/6/2009

Contract Attachment C

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
Raleigh Smith, MD	Oversees/Monitors medical services	Asst. Medical Director Services provides professional HTW care/services	monthly	12	$600.00
Theresa Trevino Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,200.00
Suzanne White, PA	Assists in Overseeing medical svcs/staff	Clinic Svs. Dir. and provides pt. exams, treatments, etc.	monthly	12	$3,000.00
Andrew Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,200.00
Dr. Esther Khatibi	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$800.00
Donna Broach, APRN	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,200.00
Patricia Olenick, CNMW	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$200.00
Dr. Connor Chase	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$3,000.00
Dr. Roland Vega, OB-GYN	Performs LEEPS, cervical, sterilization, other HTW svcs	Provider Services for HTW allowable treatments & diagnoses	Unit Cost	5	$500.00
				TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	

Total Amount Requested for CONTRACTUAL:

ntractors as “To Be

TOTAL
$7,200
$14,400
$36,000
$14,400
$9,600
$14,400
$2,400
$36,000
$2,500
$59,500
$196,400

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)
Dr. Charles Kirkham	Sterilization/Infertility/EPHC Services	Performs Sterilization/Infertility/ HTW services for clients	unit cost - $500/pt.	5	$500.00
Care Regional Hospital	Use of Hopsital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00
Christus Spohn Hospital	Use of Hospital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00
Stan Gierhan, Rph	Pharmacist-In-Charge for FP clinics	Pharmacist required for Class D licenses.	Monthly	12	$650.00
Radiology Associates	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00
Christus Spohn Radiology Department	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00
Corpus Christi Medical Center (all campuses)	X-Rays, Ultrasounds, and Radiological Svcs.	Facility and Radiological Diagnostic Svcs. For clients	Unit Cost - $100/pt	12	$100.00
Dr. Stan Shoemaker	EPHC tx & dx/ Infertility services/steriliz'n	Performs HTW diagnosis & treatments/sterilizations/etc.	Unit Cost - $200/pt	5	$200.00
Dr. Martin Boyd	EPHC tx & dx/ Infertility services/steriliz'n	Performs HTW diagnosis & treatments/sterilizations/etc.	Unit Cost- $200/pt	5	$200.00
Quest Laboratories	Laboratory Services	Lab Services for preventative primary care screening/dx	Unit Cost - $25/pt	200	$25.00

Total Amount Requested for CONTRACTUAL:

ntractors as “To Be

TOTAL
$2,500
$12,000
$12,000
$7,800
$1,200
$1,200
$1,200
$1,000
$1,000
$5,000
$44,900

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)
Raleigh Smith, MD	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Theresa Trevino Arthur, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Suzanne White, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Andrew Arthur, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Dr. Esther Khatibi	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Donna Broach, APRN	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Patricia Olenick, CNMW	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Dr. Connor Chase	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00
Center for Disease Detection Laboratory	Laboratory Services	Lab Services for preventative primary care screening/dx	Cost Reimbursmt.	200	$25.00

Total Amount Requested for CONTRACTUAL:

ntractors as “To Be

TOTAL
$1,200
$1,200
$1,200
$1,200
$1,200
$1,200
$1,200
$1,200
$5,000
$0
$14,600

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Telephone Services - 30 phone lines with internet	Telephone / Internet Services for all service locations	$40,000
Postage	Correspondence/Statements/Certified Mail/Mail-Outs	$15,000
Rent - 7 locations for 10 months	Rent for clinic and office space - $.96 per square foot avg.	$75,000
Utilities	electrical, water, sewer services for locations	$40,000
Independent Single Audit	Single Independent Audit (required by HHSC contract)	$10,000
Printing/Duplicating	printing of documents, forms, letters, literature	$5,000
Equipment Repair and Maintenance	Maintanance and Repair of clinic and office equipment	$4,000
Insurance/Bonding	Liability, Dishonesty, crime & commercial auto insurance required by HHSC general provisions	$10,000
Education, Training, Registration Fees (staff)	Employee training for skill development and update to maintain skills, certifications and medical licenses	$5,000
Consultant Services (computer, legal, technical asst.)	Computer billing services, legal services, technical assistance as needed	$35,000
Freight/Shipping	UPS, Fed-Ex, and other shipping/freight services	$5,000
Other Travel & Per Diem	Travel for advisory council, board members, and volunteers	$15,000
Membership/Subscriptions	Professional Development	$5,000
Consultant Clerical/Secretarial Services	Employee services required to fill in gaps during vacations, sick leave, LWOP, etc.	$3,500
Licensing and Permits	Class D Pharmacy license, Annual Building Fire & Safety Inspection, CLIA permit, etc.	$7,000
Program Promotion	Advertising program within the community	$36,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$310,500**

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Total amount of indirect costs allocable to the project: **Amount:** **$139,260**

Indirect costs are based on (mark the statement that is applicable):

	The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)	**RATE:** **BASE:**
_____		
	Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.	**RATE:** **TYPE:** **BASE:**
_____		
X	Cost Allocation Plan approved by the Department of State Health Services is a 10% de-minimus amount of the Total Budget. Cost Allocation Plan is attached.	

GO TO PAGE 2 (below)

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Personnel, Fringe Benefits, Contractual, Supplies, and Other Costs from the Categorical Budget to apply the 10% de-minimus total budget cost allocation rate plan as approved by the Texas Department of State Health Services for the agency.

Attachment D – Contractor's Original Application

SECTION 1: HEALTHY TEXAS WOMEN - EXECUTIVE SUMMARY

South Texas Family Planning & Health Corporation (STFPHC) has a 44 year proven track record of effectively addressing the family planning and women's health needs of rural and historically underserved, working poor, and minority populations throughout HSR 11 as well as a proven track record of contracting with the state to deliver services effectively and efficiently while meeting or exceeding contractual objectives and performance measures.

STFPHC administers 6 comprehensive family planning clinics in 6 different cities throughout 5 separate counties which also provide primary health care services, immunizations, breast & cervical cancer services, case management services, Medicaid/ACA enrollment assistance services, and HIV services; 4 natural family planning & fertility centers in Corpus Christi, Laredo, and Weslaco, Texas; 1 health education project and reached over *16,000 unduplicated clients last year*. The agency's service area covers all 19 different counties that make up the tip of Texas. STFPHC is home to the largest and most unique Natural Family Planning project in Texas that is jointly funded with faith-based support, state, and federal monies.

STFPHC is proud to be known as the leading family planning and women's reproductive health provider in our area. STFPHC continues to serve as the entry point into the medical system for thousands of individuals each year. STFPHC is second to none. In 2002, of hundreds of federally funded family planning clinics surveyed in the US by HealthMetrics, STFPHC beat the 2 best practice sites on 2 points and matched or beat the national average on all the rest. In 2004, 2006, 2008, 2010, 2012, and 2014 STFPHC received either perfect quality assurance/ contract compliance reviews from DSHS with no findings or citations or near perfect reviews. Results from Single Independent Audits, Federal audits, DSHS Fiscal Compliance audits of STFPHC's finances prove that the agency maintains sound financial integrity in record keeping and complies with the contractual obligations required. All services provided by the agency are widely recognized, well received, and highly utilized. The agency has great support from the community, elected leaders, and the clients who use the services year after year.

STFPHC is clinically, financially, and admninistratively strong and capable, with the capacity to meet the HTW performance expectations, contractual obligations, and is sufficiently bonded to deliver high quality HTW family planning and women's health services. Results from STFPHC audits and reviews prove that the agency exercises strong internal and external controls, maintains sound financial integrity in record keeping, meets its contractual obligations, delivers exceptional services to the public, and that STFPHC is can be entrusted to administer scarce public tax dollars very effectively and efficiently.

STFPHC leadership from the Board of Directors, Executive Director, down to clinic managers, *understand the state's business practices, their approach to service delivery, the rules, regulations, and legislation behind the HTW program,* and can guarantee the agency will screen and serve at least 5,000 unduplicated HTW eligible women under this fully funded proposal.

The vision of STFPHC is "to enable every individual to assume responsibility, achieve self-sufficiency, and secure themselves into emotional, physical, and financial preparedness by accessing family planning, primary health care, educational services, and by also linking to other local community resources prior to becoming sexually active." The mission of STFPHC is "to provide voluntary, high quality, family planning, preventative primary health, educational, and other related health services to men and women who want and need them." The STFPHC values

statement is "to promote personal responsibility and self-sufficiency for all thru the provision of easily accessible, affordable, confidential, and comfortable high quality family planning, women's health, preventative primary health, and educational services." STFPHC's clinical and administrative practices retain these core values for service delivery such as: professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodations, and never denying services to anyone because of inability to pay. Clients that receive services at STFPHC are treated in a manner that protects their dignity and helps them establish a reproductive life plan. Clinic operating hours are convenient with morning, evening, and lunch time slots available. The services are afford and all those who qualify receive HTW services and obtain them services at no-cost. STFPHC is committed to serving HTW clients with these values and committed to working with the state to reduce barriers of access and care for women's health and family planning services in Texas.

The STFPHC board of directors provides leadership and is directly involved in the operations of the organization by making, formulating, and setting policies for the corporation. The board's involvement includes clear guidance to implement new or on-going programs thru policy making, the delegation of responsibility with equivalent authority for each position held within the organization, and the hiring of highly skilled and trained personnel to perform day-to-day duties and provide direct services. The board develops the strategic plan for the organization, evaluates the executive director, reviews and acts on audit report findings, state/federal compliance-monitoring review results, compares planned goals vs. actual goals every quarter as well as planned budgets vs. actual budgets, reviews financial reports, progress reports, and internal monitoring activity results performed by the Quality Assurance committee, such as: client satisfaction results, facility reviews, record reviews, billing & eligibility reviews, staff observations reviews, community needs assessment data, etc. The board of directors maintains direct and open communication with project directors, employees, and the community in general to ensure the corporation continuously meets the needs of its stakeholders. The board of directors also depends on the agency's Quality Assurance Committee to manage the agency's risk by conducting internal auditing/monitoring activities that are directly related to compliance, risk management, and contractual performance. The medical director and assistant medical director lead the QA committee with support from the QA Director. The medical director reports directly to the board on results from all activities conducted on a quarterly basis and attends board meetings regularly.

Actions taken by the Board of directors, enforced by the Executive Director, and implemented by STFPHC's highly skilled, experienced, and knowledegeable workforce ensure the success of all agency operations, the agency's programs, service delivery plans, and allow for the most efficient use of agency resources within the framework of contractual standards, rules, and regulations to meet the increasing demand for services and the growing needs for women's health care and family planning in the area.

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

Section 1: Executive Summary.....1-2
Section 2: Table of Contents/Completed Program Forms *(see table below for pg. #'s)*

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	X	3
B	Texas Counties and Regions List Served by Project	X	4
C	Contact Person Information	X	5
D	Deleted -- nothing to be submitted		
E	Deleted -- nothing to be submitted		
F	Budget Summary and Details	X	7-28
G	Respondent Background	X	29 - 49
H	Funding Request and Performance Measures	X	50
I	Work Plan	X	51 - 87
J	Assessment Narrative	X	88 - 90
K	Healthy Texas Women Clinic Site Readiness	X	91 - 96
K-1	Healthy Texas Women Clinic Sites*	X	97 - 102
L	Staff Development Plan	X	103 - 106
L-1	Staff Development Training Calendar	X	107 - 108
M	Community Education/Program Promotion Plan	X	109 - 112
M-1	Community Education/Program Promotion Calendar	X	113 - 121
APX-E	Appendix E: Healthy Texas Women Certification	X	122 - 145

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

Section 3: Value Added Benefits..... 146
Section 4: Assumptions..... 146
Section 5: Appendicies..... 146
Section 6: HUB Subcontracting Plan w/BU Documents/Logs, etc..... 147-279
Section 7: Certifications and Required Forms *(see table below for page #'s)*

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	X	281
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	281-283
3	Required Certifications	X	284-285
4	Federal Lobbying Certification	X	286
5	Anti-Trust Certification	X	287
6	Respondent Information and Disclosures and *Non-Disclosure Stmt*	X	288 - 301
7	HUB Subcontracting Plan (HSP)... pgs 165-279 have BU docs.	X	301 - 318
8	HHS Information Security and Privacy Initial Inquiry (SPI)	X	319 - 327
9	*Solicitation Addendums #1, #2, and #3*	X	328 - 330

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	-D-			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☑	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	-I-			Montague	☐	02	-T-		
Bee	☑	11	-E-			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	-J-			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	-N-			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	-F-			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fanning	☐	03	Johnson	☐	03	Nueces	☑	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	-O-			-U-		
Brooks	☐	11	Fisher	☐	02	-K-			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Kames	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	-P-			-V-		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	-G-			Kimble	☐	09	Parmer	☐	01	-W-		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☑	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	-L-			-R-			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	-H-			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	-Y-		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	-S-			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	-Z-		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	-M-			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☑	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact		*Executive Director*	
Last Name:	Edwards	Last Name:	Zuniga
First Name:	Mandi	First Name:	Martha
Salutation:	Mrs.	Salutation:	Mrs.
Title:	Billing/Legal Research Dir.	Title:	Executive Director
Email:	MandiEdwards@STFPHC.org	Email:	MarthaZuniga@STFPHC.org
Phone:	361-855-7333 ext. 20	Phone:	361-855-7333 ext. 11

Financial Director		*Medical Director*	
Last Name:	Tapia	Last Name:	DeLaGuardia
First Name:	Richard	First Name:	Alberto
Salutation:	Mrs.	Salutation:	Mrs.
Title:	Fiscal Services Director	Title:	Medical Director
Email:	RichardTapia@STFPHC.org	Email:	AEDelaguardia@STFPHC.org
Phone:	361-855-7333 ext. 15	Phone:	361-855-7333 ext. 33

Primary Program Contact		*Quality Assurance Contact*	
Last Name:	Zuniga	Last Name:	White
First Name:	Martha	First Name:	Suzanne
Salutation:	Mrs.	Salutation:	Mrs.
Title:	Executive Director	Title:	Clinic Services Director
Email:	MarthaZuniga@STFPHC.org	Email:	SuzanneWhite@STFPHC.org
Phone:	361-855-7333 ext. 11	Phone:	361-855-7333 ext. 18

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FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	$619,992	$619,992	$0
B. Fringe Benefits	$92,999	$92,999	$0
C. Travel	$26,889	$26,889	$0
D. Equipment	$75,000	$75,000	$0
E. Supplies	$280,000	$175,000	$105,000
F. Contractual	$143,600	$143,600	$0
G. Other	$374,500	$0	$374,500
H. Total Direct Costs	$1,612,980	$1,133,480	$479,500
I. Indirect Costs	$161,298	$113,348	$47,950
J. Total (Sum of H and I)	$1,774,278	$1,246,828	$527,450

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$619,992	$619,992	Fringe Benefits	$92,999	$92,999
	Travel	$26,889	$26,889	Equipment	$75,000	$75,000
	Supplies	$280,000	$280,000	Contractual	$143,600	$143,600
	Other	$374,500	$374,500	Indirect Costs	$161,298	$161,298

TOTAL FOR:	Distribution Totals	$1,774,278	Budget Total	$1,774,278

List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Executive Director (E)	N	Provides programmatic oversight & accountability for organization	0.05	Master Degree	$6,000.00	14	$4,200
Billing and Reimbursement Director (E)	N	Provides Medical Billing, CPT Coding, Legal Research on policies, procedures	0.5	Bachelor's Degree and Coding Certified	$4,100.00	14	$28,700
Fiscal Services Director (E)	N	Provides Financial Accountability for organization	0.5	Bachelor Degree	$5,200.00	14	$36,400
Educational Director (E)	N	Assists in providing programmatic oversight and provides education	0.25	Master Degree	$5,271.31	14	$18,450
Clinic Services Director (E)	N	Provides programmatic oversight & accountability	0.2	PA Medical License	$5,800.00	14	$16,240
Quality Assurance Director/Clinician (E)	N	Provides risk management oversight and exams/direct patient care	0.2	APRN Medical License	$5,800.00	14	$16,240
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Specialist, CHW (E)	N	Client intake, eligibility, education, lab	0.4	Diploma	$2,600.00	14	$14,560
					TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS		$384,402
					Salary/Wage Total		$619,992

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:		
Non-Optional Benefits: Worker's Compensation; Social Security; Medicare and Optional Benefits: Retirement, Health			
		Fringe Benefit Rate %	15.00%
		Fringe Benefits Total	$92,999

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
					Salary/Wage Total		$152,880

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
IT Support (E)	N	Provides network and computer programming supervision	0.01	Certificate	$2,600.00	14	$364
IT Support (E)	N	Provides NFP education	0.01	Certificate	$2,500.00	14	$350
Asst. Clinic Services Supvr., CHW (E)	N	Provides support and assistance to Clinic Svs. Director and QA director	0.5	CHW Certificate	$3,100.00	14	$21,700
Bookkeeper (E)	N	Provides data entry into accounting system and assists Fiscal Director	0.5	Diploma	$2,200.00	14	$15,400
IT Supervisor (E)	N	Provides network and computer programming supervision for E.H.R./Billing	0.01	Associate Degree	$3,631.00	14	$508
Administrative Assistant, CHW (E)	N	Provides clerical support	0.5	Diploma/Certificate	$1,900.00	14	$13,300
Administrative Assistant (E)	N	Provides clerical support	0.5	Diploma	$1,900.00	14	$13,300
Medical Director (E)	N	Provides medical oversight & accountability	0.5	MD, OB-GYN Medical Licens.	$9,000.00	14	$63,000
Asst. Medical Director (E)	N	Provides medical oversight & accountability	0.5	MD, Medical License	$8,800.00	14	$61,600
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
					Salary/Wage Total		$231,522

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
HTW Program Training	Attend New Contractor Training Orientation for the HTW Program	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
ICD-10 Billing and Coding Conference	AAPC Conference for Billing Director to remain in compliance with required claim submission	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0
				Total for Conference / Workshop Travel	$3,300

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Educational Director/CHW to provide presentations in community at churches, schools, social service entities, etc., about HTW servies throughout the	20000	$0.555	$11,100		$11,100
Clinic Services Director - travel to HTW clinic sites to provide monitoring and oversight, medical services, review files, do staff observations, etc., at six clinics	5000	$0.555	$2,775		$2,775
Executive Director - travel to site locations to monitor, review, evaluate, and oversee services at all service sites	2500	$0.555	$1,388		$1,388
Clinic Coordinators and CHW/FP Specialists - to travel to other sites and fill in as needed during staff vacations, shortages, special clinic sessions, health	10000	$0.555	$5,550		$5,550
Fiscal Services Director and Bookkeeper - to perform internal fraud and abuse audits on clinics at all service sites	2500	$0.555	$1,388		$1,388
QA Director/Clinician - to perform quality assurance audits on clinic sites, review charts, provide direct services to patients, etc. at all service locations	2500	$0.555	$1,388		$1,388
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $23,589

Other / Local Travel Costs: $23,589 **Conference / Workshop Travel Costs:** $3,300 **Total Travel Costs:** $26,889

Indicate Policy Used: **Respondent's Travel Policy** _____ **State of Texas Travel Policy** _____

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Piccolo Laboratory Machine	to perform Point-Of-Care on-site testing to monitor and treat HTW women for diabetes and hypertension	6	$12,500	$75,000
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: $75,000

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item (If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box))	Purpose & Justification	Total Cost
Office Supplies	General Office Supplies needed to support HTW services delivered. No item has a unit cost greater than $499	$25,000
Medical Record Supplies	General Medical Record Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$5,000
Clinic Supplies	General Clinic Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$50,000
Immunizations	General Vaccines for HTW eligible clients. No item has a unit cost of greater than $499	$5,000
Educational Materials	General Educational Supplies and Materials needed to support HTW Services delivered. No item has a unit cost greater than $499	$10,000
Contraceptives	General Contraceptive Supplies-For stocking Class D Pharmacy. Methods needed to support HTW Services delivered. No item has a unit cost greater than $499	$150,000
Janitorial Supplies	General Janitorial Supplies needed to support HTW services delivered. No item has a unit cost greater than $499	$10,000
Laboratory Supplies	General Lab Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$10,000
Rx, Tx, Vaginitis, Cervicitis Supplies	General Medication and Treatment Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$15,000
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$280,000**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Raleigh Smith, MD	Oversees/Monitors medical services	Asst. Medical Director Services provides professional HTW care/services	monthly	12	$800.00	$9,600
Theresa Trevino Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$800.00	$9,600
Suzanne White, PA	Assists in Overseeing medical svcs/staff	Clinic Svs. Dir. and provides pt. exams, treatments, etc.	monthly	12	$1,000.00	$12,000
Andrew Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Dr. Esther Khatibi	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Donna Broach, APRN	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Patricia Olenick, CNMW	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$600.00	$7,200
Dr. Connor Chase	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$600.00	$7,200
Dr. Roland Vega, OB-GYN	Performs LEEPS, cervical, sterilization, other HTW svcs	Provider Services for HTW allowable treatments & diagnoses	Unit Cost	5	$500.00	$2,500
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$59,500

Total Amount Requested for CONTRACTUAL: $143,600

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Charles Kirkham	Sterilization/Infertility/EPHC Services	Performs Sterilization/Infertility/ HTW services for clients	unit cost - $500/pt.	5	$500.00	$2,500
Care Regional Hospital	Use of Hopsital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00	$12,000
Christus Spohn Hospital	Use of Hospital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00	$12,000
Stan Gierhan, Rph	Pharmacist-In-Charge for FP clinics	Pharmacist required for Class D licenses. Required by DSHS.	Monthly	12	$650.00	$7,800
Radiology Associates	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00	$1,200
Christus Spohn Radiology Department	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00	$1,200
Corpus Christi Medical Center (all campuses)	X-Rays, Ultrasounds, and Radiological Svcs.	Facility and Radiological Diagnostic Svcs. For clients	Unit Cost - $100/pt	12	$100.00	$1,200
Dr. Stan Shoemaker	EPHC tx & dx/ Infertility services/steriliz'n	Performs HTW diagnosis & treatments/sterilizations/etc.	Unit Cost - $200/pt	5	$200.00	$1,000
Dr. Martin Boyd	EPHC tx & dx/ Infertility services/steriliz'n	Performs HTW diagnosis & treatments/sterilizations/etc.	Unit Cost- $200/pt	5	$200.00	$1,000
Quest Laboratories	Laboratory Services	Lab Services for preventative primary care screening/dx	Unit Cost - $25/pt	200	$25.00	$5,000

Total Amount Requested for CONTRACTUAL: $44,900

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Telephone Services - 30 phone lines with internet	Telephone / Internet Services for all service locations	$65,000
Postage	Correspondence/Statements/Certified Mail/Mail-Outs	$15,000
Rent - 7 locations for 10 months	Rent for clinic and office space - $.96 per square foot avg.	$100,000
Utilities	electrical, water, sewer services for locations	$50,000
Independent Single Audit	Single Independent Audit (required by HHSC contract)	$10,000
Printing/Duplicating	printing of documents, forms, letters, literature	$10,000
Equipment Repair and Maintenance	Maintanance and Repair of clinic and office equipment	$4,000
Insurance/Bonding	Liability, Dishonesty, crime & commercial auto insurance required by HHSC general provisions	$20,000
Education, Training, Registration Fees (staff)	Employee training for skill development and update to maintain skills, certifications and medical licenses	$5,000
Consultant Services (computer, legal, technical asst.)	Computer billing services, legal services, technical assistance as needed	$50,000
Freight/Shipping	UPS, Fed-Ex, and other shipping/freight services	$5,000
Other Travel & Per Diem	Travel for advisory council, board members, and volunteers	$25,000
Membership/Subscriptions	Professional Development	$5,000
Consultant Clerical/Secretarial Services	Employee services required to fill in gaps during vacations, sick leave, LWOP, etc.	$3,500
Licensing and Permits	Class D Pharmacy license, Annual Building Fire & Safety Inspection, CLIA permit, etc.	$7,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$374,500**

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Total amount of indirect costs allocable to the project: **Amount:** $161,298

Indirect costs are based on (mark the statement that is applicable):

	The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)	**RATE:** **BASE:**
___		
	Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.	**RATE:** **TYPE:** **BASE:**
___		
	Cost Allocation Plan approved by the Department of State Health Services is a 10% de-minimus amount of the Total Budget. Cost Allocation Plan is attached.	
X		

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Personnel, Fringe Benefits, Contractual, Supplies, and Other Costs from the Categorical Budget to apply the 10% de-minimus total budget cost allocation rate plan as approved by the Texas Department of State Health Services for the agency.

Revised: 7/6/2009

Martha Zuniga

From:	Welch,Jacob (DSHS) <Jacob.Welch@dshs.state.tx.us>
Sent:	Tuesday, March 08, 2016 10:45 AM
To:	MarthaZuniga@stfphc.org
Cc:	RichardTapia@stfphc.org; Lauraescobar@stfphc.org
Subject:	RE: Cost Allocation Plan - South Texas Family Planning and Health Corp.
Attachments:	Cost Allocation Plan submitted to DSHS 12.1.15.doc

Good morning Ms. Zuniga:

Thank you for submitting your organization's Revised Cost Allocation Plan (CAP). It has been reviewed by the Department of State Health Services (DSHS), and, based on the information provided to us, the plan appears to be reasonable and should be followed in allocating/charging costs to DSHS program attachments. The CAP and supporting documentation must be maintained on file and is subject to review by DSHS financial monitors or DSHS's duly authorized representatives.

If there are any changes that affect the statements and/or methodology as stated in your current CAP, you must submit a revised CAP that reflects these changes within 30 days to DSHS. The preferred method of submitting your CAP is by an e-mail attachment. The revised CAP should be submitted to coscap@dshs.state.tx.us.

If you have any questions or should need assistance in the future on financial matters pertaining to your contract with DSHS, do not hesitate to contact me at 512-776-3148 or by e-mail at Jacob.welch@dshs.state.tx.us. I apologize for the delay in sending this acceptance letter.

Best regards,

Jacob

Jacob Welch
Financial Analyst III
Department of State Health Services
Contract Oversight & Support Section
Texas Department of State Health Services
Mailcode 1326
PO Box 149347
Austin, TX 78714-9347

Phone: (512) 776-3148
Fax: (512) 776-7202
Email: Jacob.Welch@dshs.state.tx.us

From: Martha Zuniga [mailto:MarthaZuniga@stfphc.org]
Sent: Tuesday, March 01, 2016 3:07 PM
To: Welch,Jacob (DSHS) <Jacob.Welch@dshs.state.tx.us>
Cc: RichardTapia@stfphc.org; Lauraescobar@stfphc.org
Subject: FW: Cost Allocation Plan - South Texas Family Planning and Health Corp.

Hi Jacob:

Can you please let us know if the Attached Cost Allocation Plan has been approved for our agency?

DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT CONTRACTOR'S COST ALLOCATION PLAN		
Effective Date:	12-01-2015	Until Revised

I. GENERAL INFORMATION

A. Organization Information

Organization Name South Texas Family Planning & Health Corporation
Vendor ID # 17417286212000
Address 4455 South Padre Island Dr., Suite #29; Corpus Christi, Texas 78411
Address
Address
Type (Non-Profit, For Profit, Governmental) Non-Profit
Phone Number 361-855-7333
E-mail address MarthaZuniga@STFPHC.org or RichardTapia@STFPHC.org

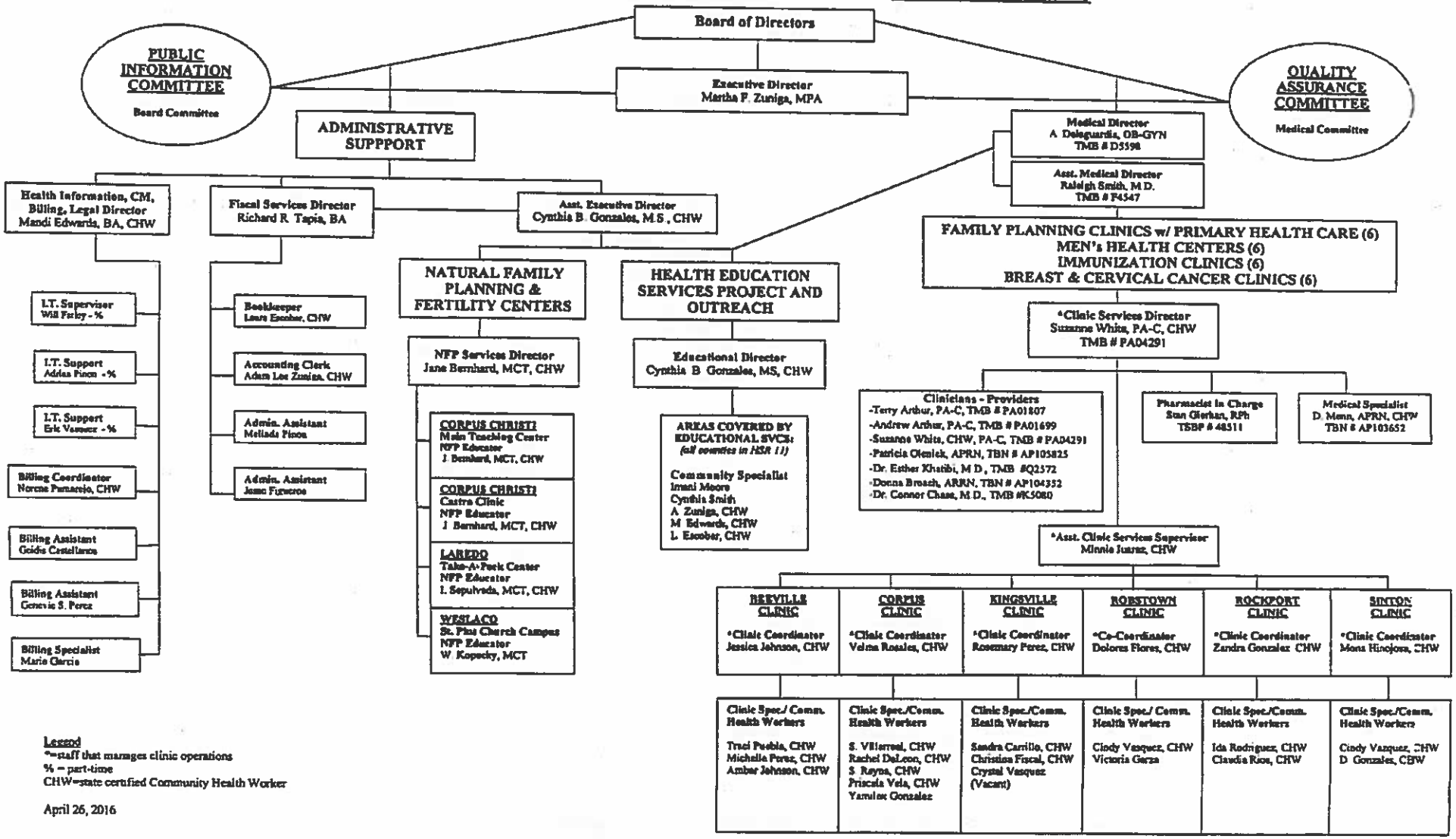
B. Organization Chart

Organizational Chart is attached.

C. Types of Services Provided (Provide a brief description in the box below of the types of services provided by your organization)

Preventative Primary, Family Planning, Breast & Cervical Cancer, Immunization, and other services for uninsured, under-insured, low-income persons who need and want services.

SOUTH TEXAS FAMILY PLANNING & HEALTH CORPORATION, ORGANIZATIONAL CHART



Legend
*=staff that manages clinic operations
% = part-time
CHW=state certified Community Health Worker

April 26, 2016

II. ALLOCATION OF COSTS AMONG MULTIPLE FUNDING SOURCES

Check the box next to the statement that applies to your organization:

X The costs incurred for carrying out activities specified in all DSHS Program Attachment's are funded solely by DSHS. There are no other federal or state grant funds used in carrying out the DSHS program(s).

☐ The costs incurred for carrying out some activities specified in DSHS Program Attachments are also funded by other federal or state grant funding sources. These costs are billed to each funding source in proportion to the funding awarded/provided by each source.

Program ID	Other Funding Source(s)
2015-046741-001	Expanded Primary Health Care
2015-047033-001	CHS-Breast & Cervical Cancer

☐ The costs incurred for carrying out some activities specified in DSHS Program Attachments are also funded by other federal or state grant funding sources. These costs are billed to each funding source in proportion to the funding awarded/provided by each source **with the exception of the DSHS Program Attachment(s) identified below.**

Program ID	Other Funding Source(s)

Comments:

III. METHOD FOR CHARGING SALARIES AND WAGES

Check the box next to the statement that applies to your organization:

X All employees charging salary and wage costs to a DSHS Program Attachment maintain personnel activity reports (time sheets) that reflect an after-the-fact record of the actual activity of each employee and account for the total activity for which each employee is compensated by your organization. No alternative or substitute timekeeping systems are used by my organization. ☐ All employees charging salary and wage costs to a DSHS Program Attachment maintain personnel activity reports (time sheets) that reflect an after-the-fact record of the actual activity of each employee and account for the total activity for which each employee is compensated **with the exception(s) noted below.**
Substitute System #1
DSHS Program Attachment(s):
Explain why it is not feasible to maintain a time sheet that reflects after-the-fact, actual time worked:
Functional title of employees (i.e., clinical nurse, case worker) using the substitute system:
Describe in detail the methodology used to capture and distribute the time and effort of employees using the substitute system:
Substitute System #2
DSHS Program Attachment(s):
Explain why it is not feasible to maintain a time sheet that reflects after-the-fact, actual time worked:
Functional title of employees (i.e., clinical nurse, case worker) using the substitute system:
Describe in detail the methodology used to capture and distribute the time and effort of employees using the substitute system:
Substitute System #3
DSHS Program Attachment(s):
Explain why it is not feasible to maintain a time sheet that reflects after-the-fact, actual time worked:

Functional title of employees (i.e., clinical nurse, case worker) using the substitute system:
Describe in detail the methodology used to capture and distribute the time and effort of employees using the substitute system:
Comments:

IV. DIRECT COST ALLOCATION PLANS

Check the box next to the statement that applies to your organization:

☐ All direct costs are charged in whole directly to the DSHS-funded activity. No costs classified as direct costs in a DSHS Program Attachment budget are allocated.

X Direct costs are charged in whole directly to the DSHS funded activity with the exception of costs listed below. List each type of direct cost that is allocated and the methodology used in allocating the cost.

List (group) costs using like allocation methodologies on one row. Use a separate row for each type(s) and respective methodology (if applicable).

List Cost(s) Being Allocated	Allocation Methodology
Travel – Staff Category	Charged directly to the program that requires the travel. When the travel is for multiple programs, costs are charged based on the % of client load per program.
Contractual Category	Charged directly to the program that requires the contractual cost. When the expenditure is for multiple programs, costs are charged based on the % of client load per program . Contractual costs include, but are not limited to: Medical Director, Physician/Nurse Hours, Health Educators, infertility, emergency care, laboratory services, DX/TX Breast & Cervix, Out-Patient/Facility, complicated IUD/implant insertions and/or removals, sterilization services, pharmacist, contractual travel, radiology, etc.
Other Category	Charged directly to the program that requires the other cost. When the expenditure is for multiple programs, costs are charged based on the % of client load per program. Other costs include, but are not limited to: telephone/postage, rents/utilities/maintenance, freight shipping, duplicating printing, clinic office equipment, cable expenses, licensing & permits, liability insurance expenses, independent single audit, Educational/Training and Registration Fees, etc.

Comments:

V. INDIRECT COST ALLOCATION

Check the box next to the statement that applies to your organization:

☐ An indirect cost rate agreement approved by a Federal cognizant agency or a state single audit coordinating agency is the basis for charging all indirect costs to benefiting cost objectives. (Note: A copy of the current approved rate agreement must be on file with DSHS.)

☐ (*Applicable only to governmental entities*) A current indirect cost rate proposal has been prepared and is available for review by DSHS or its authorized representatives. The indirect cost rate developed in the proposal is the basis for charging all indirect costs to benefiting cost objectives. (Note: A current indirect cost rate certification that complies with OMB Circular A-87 (2 CFR Part 225), along with the rate and allocation basis must be on file with DSHS. The certification form can be found in Appendix C of the DSHS Contractor's Financial Procedures Manual.)

☐ (*Applicable only to governmental entities*) A current central service cost plan and rate have been prepared and are available for review by DSHS or its authorized representatives. The central service cost rate developed in the proposal is the basis for charging central service costs to benefiting cost objectives. (Note: A current central service cost rate certification that complies with OMB Circular A-87 (2 CFR Part 225), along with the rate and allocation basis must be on file with DSHS. The certification form can be found in Appendix B of the DSHS Contractor's Financial Procedures Manual. In addition, check the box below and describe how indirect costs of the governmental department (e.g., Health Department) that DSHS is contracting with are being allocated.)

X Indirect costs are allocated to benefiting cost objectives based on the cost allocation plan(s) described below.

List (group) costs using like allocation methodologies on one row. Use a separate row for each type(s) of cost and respective methodology (if applicable).

List Cost(s) Being Allocated	Allocation Methodology
Categories: Personnel, Fringe Benefits, Travel, Supplies, Contractual, Other	10% de minimis using base of modified total direct costs (MTDC)
Comments:	

10% de minimis

VI. COST ALLOCATION PLAN CERTIFICATION

This is to certify that we have reviewed the Cost Allocation Plan and to the best of our knowledge we certify that:

- All costs charged to a DSHS Program Attachment are necessary and reasonable for the performance and administration of the Program Attachment.
- All costs included in this plan are allowable and allocable in accordance with Uniform Grant Management Standards, applicable OMB Cost Principles, and the terms of the DSHS contract.
- Unallowable costs are not included in any allocations charged to DSHS.
- Costs are accorded consistent treatment. A cost assigned as an indirect cost is not also treated as a direct costs when incurred for the same purpose in like circumstances.
- Similar types of costs have been accounted for consistently and we will notify DSHS of any changes that would affect the allocation of these costs.
- The basis and methodology submitted for review include all necessary details and are the basis and methodology to be used for allocating costs for this period and future periods. We will notify DSHS in writing if the plan is revised.
- Adequate documentation exists on-site for review by DSHS staff or other representatives authorized under the contract that may have an interest in such documentation regarding the allocation of costs.
- All costs included in this proposal are properly allocable based on a beneficial and causal relationship between the expenses incurred and the agreements (activities) to which they are allocated.

We declare that the foregoing is true and correct.

Chief Executive Officer Printed Name:	Martha F. Zuniga	Phone Number	361-855-7333 x 11
Signature:		Date:	12/01/2015
Chief Financial Officer Printed Name:	Richard R. Tapia	Phone Number	361-855-7333 x 15
Signature:	Richard R. Tapia	Date:	12/01/2015

When the cost allocation plan and certification are submitted as an e-mail attachment, the e-mail must be from one of the above Officers, with the other Officer being copied on the same e-mail. ***By sending the e-mail, both the CEO and CFO attest that the foregoing is true and correct and thereby certify the plan.***

The preferred method of submitting a cost allocation plan and certification is by an e-mail Word attachment to: coscap@dshs.state.tx.us

Cost allocation plan and certification may also be mailed to:

Department of State Health Services
Contract Oversight & Support Section
P. O. Box 149347 Mail Code 1326
Austin, TX 78714-9347

FORM G: RESPONDENT BACKGROUND

1. Executive Summary

South Texas Family Planning & Health Corporation (STFPHC) has a 44 year proven track record of effectively addressing the family planning and women's health needs of rural and historically underserved, working poor, and minority populations throughout HSR 11 and contracting with the state to deliver services. STFPHC administers 6 different projects at 12 different sites throughout 19 different counties at the tip of Texas. STFPHC is proud to be known as the leading family planning, men's health, and women's reproductive health provider in our area. The agency and services provided are widely recognized, well received, and highly utilized. The agency has great support from the community, elected leaders, and the clients who use the services year after year.

STFPHC is *clinically, financially, and admninistratively strong and capable, with the capacity to meet the HTW performance expectations, contractual obligations, and is sufficiently bonded to deliver high quality HTW family planning and women's health services.* STFPHC has continuously received exceptional quality assurance compliance reviews from state and federal audits, with little or no findings. Financial and Single Independent Audits of agency's finances prove STFPHC maintains strong internal and external controls, sound financial integrity in record keeping, and that STFPHC is can be entrusted to administer scarce public tax dollars. STFPHC leadership *understands the state's business practices, their approach to service delivery, the rules, regulations, and legislation behind the HTW program,* and can guarantee the agency will screen and serve at least 5,000 unduplicated HTW eligible women under this fully funded proposal.

The vision of STFPHC is "to enable every individual to assume responsibility, achieve self-sufficiency, and secure themselves into emotional, physical, and financial preparedness by accessing family planning, primary health, and educational services, and linking to other local community resources prior to becoming sexually active." The mission of STFPHC is "to provide voluntary, high quality, family planning, preventative primary health, educational, and other related health services to men and women who want and need them." The STFPHC values statement is "to promote personal responsibility and self-sufficiency for all thru the provision of easily accessible, affordable, confidential, and comfortable high quality family planning, preventative primary health, and educational services."

The STFPHC board of directors provides leadership and is directly involved in the operations of the organization by making, formulating, and setting policies for the corporation. The board's involvement includes clear guidance to implement new or on-going programs thru policy making, the delegation of responsibility with equivalent authority for each position held within the organization, and the hiring of highly skilled and trained personnel to perform day-to-day duties and provide direct services. The board develops the strategic plan for the organization, evaluates the executive director, reviews and acts on audit report findings, state/federal compliance-monitoring review results, compares planned goals vs. actual goals every quarter as well as planned budgets vs. actual budgets, reviews financial reports, progress reports, and results from internal monitoring activities such as: client satisfaction results, facility reviews, record reviews, billing & eligibility reviews, staff observations reviews, community needs assessment data, fraud & abuse audits/assessments, etc. The board of directors maintains direct and open communication with project directors, employees, and the community in general to ensure the corporation continuously meets the needs of its stakeholders. Agency directors report to the board on a quarterly basis and attend board meetings regularly. *Actions taken by the Board of directors ensure the success of all agency operations, projects, service delivery plans, and allows for the most efficient use of agency resources to meet the increasing demand for services and growing health care needs in the area.*

2. STFPHC has a strong organizational structure that retains its mission, incorporates and encourages community participation, allows for compliance monitoring, and open communication that has proven effective for the size and scope of the organization in delivering high quality family planning, women's health, and other health services. The organizational structure supports 6 different projects for low-income and uninsured individuals: *Family Planning Clinics Project* with 6 comprehensive clinic sites that deliver primary and reproductive health care services; the *Men's Health Center Project* located inside each clinic; *Breast & Cervical Cancer Project*; *Health Education Services Project* with 1 site that covers all 19 counties in HSR 11; *Immunization Project* offering TVFC and ASN vaccines; and *Natural Family Planning & Fertility Educational Centers Project* with 4 sites located in strategically separate, stand-alone, faith-based facilities that deliver education on the ovulation method). The STFPHC management systems include utilization of the Electronic Health Record (Practice Suite); Practice Management System (Ahlers); Billing and Tracking system (Ahlers Billing & Labs); Med-IT for Breast & Cervical Cancer Program, and QuickBooks. Quickbooks holds the agency's financial information. From this system, STFPHC is able to complete contractually required financial reports to the state for reimbursement. Forms such as B-13, B-13x, FSR's, FRR's, matching reports, etc., are reconciled and completed using validated data from Quickbooks. These management and financial systems allow STFPHC to enter data for each patient, track and monitor patient care and outcomes, and bill claims from eligible clients for state and/or federal grants, private insurances, public insurances, and other 3rd party payors. STFPHC has procedures and systems in place to make it easy and seamless for data and claims to be submitted. STFPHC enters all data into the required systems for state level reporting. Internal forms have been developed to collect required data, submit required data, and forward that data to the STFPHC headquarters for official input. The systems have adequate internal controls to ensure data entered and reported is accurate, verified, and validated. The lines of authority within the organization for all 6 projects start with the *Board of Directors* which employ an *executive director* to carry out the affairs of the corporation as they have set forth. The executive director reports to the Board regularly on progress and changes, and keep board members informed on policies, protocols, operations, laws, regulations, etc. The *Asst. Executive Director, Fiscal Services Director*, and all administrative staff shown on the organizational chart provide direct support to the Executive Director and program staff from the 6 projects administered by STFPHC. The projects are overseen by a *Medical Director and Asst. Medical Director* who delegate to *mid-level clinicians that are licensed by the state of Texas*. The Medical Director and Asst. Medical Director administratively direct the *Clinic Services Director*, *Educational Director, and NFP Director* to manage the programmatic functions for their projects. All project directors and the medical director serve on the agency's internal *Quality Assurance committee* along with the pharmacist, clinicians, billing & eligibility director, and clinic coordinators. The QA committee reports to and communicates with the board of directors at least quarterly. *The Clinic Services Director,* with support from the *Asst. Clinic Services Supervisor*, directs the *Clinic Coordinators* to help manage the day-to-day activities at each clinic site and the clinic coordinators manage *CHW/Clinic specialists* at their respective clinics. **These systems are appropriate and adequate for the size and scope of STFPHC.**

3. The Resumes/CV's for the STFPHC CEO (Executive Director, Martha F. Zuniga); CFO (Fiscal Services Director, Richard R. Tapia); Medical Director (Alberto DeLaGuardia, OB-

GYN): Asst. Medical Director (Raleigh Smith, FACS); and Clinic/Program Director (Clinic Services Director, Suzanne White, PA-C) are on pages 39-49 of this grant.

4. STFPHC delivers services to over 16,000 unduplicated men and women each year. As such, STFPHC has extensive experience, knowledge, and expertise in providing Women's Health Service and Family Planning Services. STFPHC has delivered family planning and women's health services since 1972 and has operated strategically located comprehensive family planning and women's health clinics throughout the Coastal Bend area in primary rural and medically underserved areas in and around Corpus Christi, Texas. The STFPHC workforce that delivers clinical services at STFPHC is highly trained, skilled, and experienced. The family planning clinic sites are staffed with medically licensed personnel (clinicians – 4 physicians, 3 physician assistants, and 2 nurse practitioners) that perform exams, do physicals, and provide screenings and treatments. Together these medical professionals deliver services and oversee clinical operations on a daily basis. The Medical Director provides staff training on contraceptive updates, quality assurance updates, protocols and standards updates, and standing delegation orders each year. The Medical Director and Asst. Medical Director authorize staff thru delegation on all matters of medical and educational significance. The Medical Director is ultimately responsible for updating the Medical Protocols for the Agency, the Standing Delegation Orders, and for conducting an *annual review* of both, with assistance from the Clinic Services Director. All medical staff that provide clinical, educational, and medical services at STFPHC (Clinicians, RN, Clinic Coordinators, FP Specialists) must follow the Agency's Protocols and Standing Delegation Orders and such staff must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. The pharmacist dispenses, labels, and releases medications at each clinic, which houses a Class D Pharmacy License, so method supplies and treatment medications are available. Each clinic pharmacy is controlled by the pharmacist-in-charge and regulated by the Texas State Board of Pharmacy. On-site pharmacy services reduce barriers for clients by offering the provision of contraceptive methods and other medications on-site. The rest of the health care team Clinic Coordinators and CHW/Clinic Specialists provide laboratory testing, referrals, eligibility, billing, follow-up, and education, per standing delegation orders and follow the plan for patient care. Natural family planning centers are staffed with a Medical Director that oversees the educational, medical, and referral activities done at the sites. The Natural Family Planning (NFP) Director, a master level certified instructor on the ovulation method, monitors the 4 NFP sites that deliver Ovluation Method instruction to clients. The HESP project is staffed with a Master's Level Educational Director that works (60% time), who concurrently holds the position of Asst. Executive Director (40% time). The educational director provides presentations which are medically and scientifically accurate, age appropriate, and specifically tailored for each group. The agency has extensive administrative and clinical practices based on clearly written, and clearly communicated policies and support systems to carry out service delivery plans. Administrative policies, billing policies, personnel policies, staff development policies, financial policies, medical policies, protocols, patient services procedures, and many others are in place. These policies and systems lay the foundation for high quality services to be delivered in a structured setting with clear expectations and patient outcomes. Clinical protocols are based on nationally recognized standards of care and serve to guide STFPHC clinicians in developing high quality health care plans that result in healthy patient outcomes. Personnel Policies enforce the rules, policies, and procedures of the organizations and hold each employee

accountable for their own actions. The STFPHC organization's motto is "to serve every client with excellence, commitment, and pride" and the organization incorporates several key concepts into its service delivery system, such as *professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodation, and never denying services to anyone because of inability to pay.* Clients that receive services at STFPHC are treated in a manner that protects their dignity and confidentiality. Clinic operating hours are convenient with morning, evening, and lunch time slots available. The Women's Health Services at STFPHC include: on-site direct medical services (program eligibility, patient in-take of family, social, partner, and client medical history, complete physical examinations, chlamydia and gonorrhea specimen collection, CBC and other blood specimen collection, patient education, patient referrals, patient treatments, diagnoses, client follow-up, and case management); on-site Point Of Care direct laboratory screening services (pregnancy test, height, weight, BMI, blood pressure, body temperature, Thyroid Stimulating Hormone test, HIV, leukocytes, nitrites, protein, urine and blood glucose tests, A1C, cholesterol and lipid testing, etc.); on-site Class D Pharmacy services that provide immediate access to contraceptive methods for clients at the time of their visit, including nexplanon and IUD devices for insertion and removal, anti-infective and anti-fungal medication to treat STD's, urinary tract infections, yeast, bacterial vaginosis, and other conditions); vaccines and immunizations provided thru the state's TVFC and ASN programs for children and adults); breast and cervical cancer services (diagnostic, treatment, and case management services including Medicaid for Breast and Cervical Cancer), and Primary Health Care Services (diagnosis and treatment of diabetes, hypertension, cholesterol, and other chronic and acute health conditions). With HTW grant funding, STFPHC can deliver women's health services to serve at least 5,000 eligible women while offering more screenings and treatments for this area's most prevalent diseases such as high blood pressure and diabetes. All services are easily accessible with clinics located in rural, medically underserved that offer convenient hours, in historically disadvantaged communities/areas of town, where income of the clients typically fall at or below 200% of FPL. STFPHC clinics are well recognized and highly utilized by the HTW eligible population. The STFPHC clinic schedules accommodate walk-ins, allow for immediate access to clinic services, and fit the needs of the growing population in the region that needs services Over 96% of the clients served at STFPHC fall at or below 150% FPL. The positive influence STFPHC has in the community is directly linked to the emphasis placed on service with sound administrative, financial, and business practices that result in excellent patient outcomes. STFPHC is the recognized leader for family planning, women's health, and health education services. In 2002, STFPHC family planning clinics beat the United States 2 best practice sites on several points and matched them on others. Points such as patient satisfaction, staff satisfaction, clinical quality, and costs per clients were analyzed. In 2004, 2006, 2008, 2010, 2012, and 2014, DSHS performed quality assurance audits at STFPHC and each year all audited criteria was found to be in or near 100% compliance with state and federal standards which result in excellent patient outcomes. HHSC and DSHS financial compliance and Independent Audits have proven similar with results that indicate STFPHC exercises strong internal and external controls, maintains financial records in good order, and is contractually compliant. Clinics are adequately staffed with competent, experienced, knowledgeable, skilled, medically licensed, and trained personnel who carry out clinical services. Staff employed by STFPHC ranges from the Medical Director (OB-GYN) to mid-level clinicians (nurse practitioners and physician assistants) to specialists (certified medical assistants and/or community health workers). Knowledge and skill development are maintained and

enhanced through staff development opportunities. Relevant clinical practices are based on state and nationally recognized standards such as American Congress of Obstetrics and Gynecologists, United States Preventative Services Task Force, American Cancer Society, US Medical Eligibility Criteria for Contraceptive Methods, Providing Quality Family Planning Standards (QFP), Center for Disease Control and Prevention, DSHS Public Health Clinic Services, etc., as it pertains to clinical screenings, family planning and women's health service provision, and other medical services that are provided on-site. These practices include the proper medical management of and for: family planning and women's health service delivery, breast conditions (screening and diagnosis), cervical cytology, abnormal cervical screenings, Sexually Transmitted Diseases, Intrauterine Contraception, obesity, abnormal bleeding, chronic medical conditions, pelvic inflammatory disease, emergency contraception, vaginitis, UTI, candiasis, anemia, rectal bleeding, preconception care, HIV, adolescent services, male services, contraceptive implants, pregnancy, diabetes, hypertension, and more. Each clinical practice has specific standards and defined roles for mid-level clinicians and physicians. The practice clearly delineates the individuals responsible for every step in the management of health care for each client. A health care plan specific to each client monitors outcomes that are tracked within the system. These monitors identify acute, chronic conditions, and normal conditions, include return visit schedules, and ensure good patient outcomes. Standing Delegation and Medical Orders, as well as, agency protocols are clearly written, understood, and acknowledged by each employee to which they pertain on at least an annual basis. Relevant administrative practices are also based on commonly accepted standards for grants and contracts such as: Program guidelines for project grants for family planning services, Office of Management and Budget (OMB) circulars, Uniform Grants Management Standards (UGMS), applicable local, state, and federal laws such as the Fair Labor Standards Act, Texas Workers Compensation Act, Pro-Children Act, Civil Rights Laws, Trafficking Victims Protection Act, Generally Accepted Accounting Principles (GAAP), Independent Single Audit Rules, safety regulations from OSHA and CLIA, etc., and other ethical standards, rules, regulations, and laws relative to effective and compliant program administration and management. These clinical and administrative practices maintain core STFPHC values for service delivery: professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodations, and never denying services to anyone because of inability to pay. STFPHC is well recognized, respected, and supported by the community, other social service organizations, private providers, as well as local, state, and federally elected officials. For over 44 years STFPHC has provided high quality services that clients have come to depend upon and trust.

5. STFPHC has significant experience over the past 44 years administering comprehensive health care to clients and has served as the sole-source provider of medical care for thousands of individuals year after year, particularly for those in the rural and underserved areas where STFPHC clinics are located. STFPHC service sites are strategically located in areas where clients are in need of care, where clients can easily access that care, and where clients are offered care thru various state programs either on a sliding fee scale, free, or low-cost depending on their eligiblity. The STFPHC medical director is an OB-GYN. The Asst. Medical Director is a family practice doctor and surgeon. The agency also staffs 2 other family practice physicians, 2 APRN's with emphasis in women's health and family practice, as well as 3 physician assistants who are able to deliver comprehensive care in a family planning setting to clients who require

primary care services. Each client is provided a risk assessment for HIV, Hepatitis, Lead, Tuberculosis, STD's, domestic/family violence-abuse, alcohol/drug use, and mental health. A complete individual health history, family history and partner history is taken and maintained in the medical record for each client along with the client's own medical, sexual, immunization, surgical, allergic, and social history. Preventative Education and disease counseling is provided based on clients assessment, history, and needs. Education, includes the importance of regular screenings and immunizations, healthy weight, healthy diets, pre-conceptional counseling, BSE/TSE, family/domestic violence-abuse, drugs/alcohol use-abuse, family-parent-partner involvement, sexual coercion and abstinence, self-esteem, healthy relationships, pregnancy, safer sex habits, ABC's, importance of family planning, etc. Preventative medical screenings are performed for the client based on nationally recognized standards of care such as the American Congress of Obstetricians and Gynecologists, American Cancer Society, and the United States Preventative Services Task Force. Preventative screenings offered on-site follow CLIA standards and include anemia, hypertension, nutritional, healthy weight/BMI, diabetes, kidneys, urinary tract infections, pregnancy, STD/HIV, cholesterol, thyroid, breast and cervical cancer, HPV, and colon cancer. A comprehensive physical exam is provided to the client that reviews the following systems: skin, HEENT, neck/thyroid, mental health assessment, chest/lungs, heart, breasts, neurological, abdomen, musculoskeletal/back/ skeletal, other extremities, lymphatics, vulva, perineum, vagina, cervix, uterus, adnexa, testicles, scrotum, penis, hernia, inaguinal rings, prostate, anus, rectum, and external genitalia. Thereafter a health care plan is developed for each individual client based on their needs and includes a return visit schedule to track the patient within the system to ensure they return to the clinic for follow-up or continued care. An acute/chronic problem list is maintained for each client. Services are delivered to the client based on his/her needs and many treatment medications. A broad range of family planning supplies are issued on-site to the client immediately after their visit thru the Class D pharmacy available at each clinic site. STFPHC offers diagnostic services to the patient population such as unilateral and bilateral diagnostic mammograms, ultrasounds, HPV, core and fine needle breast biopsies, colposcopy, cervical biopsies, breast excisions, fine needle aspirations, endocervical curettage, endometrial sampling, CBC, CMP, X-Rays, ultrasounds, sonograms, et.c, including anesthesia and outpatient services for procedures that require such, and surgeon consultations when necessary. Many treatments are also offered by STFPHC including treatments for: cryotherapy, LEEPs, conizations, urinary tract infection, bacterial vaginosis, STD's, yeast infection, diabetes, hypertension, cholesterol, thyroid, bacterial infections, etc. The agency provides primary health care which covers medications, acute conditions, chronic conditions, radiological diagnositic services, and surgical treatment services. Clients are able to be screened eligible for the HTW program on-site, have their HTW applications faxed in by CHW's on the same day that services are delivered. Clients are provided comprehensive health care services thru the DSHS Primary Health Care grant when medical conditions are discovered that fall outside the scope of HTW. STFPHC is in a unique position to provide presumptive Medicaid eligibility (MBCC), provide 2-1-1 navigation assistance for Medicaid Enrollment, and enrollment assistance for ACA thru the agency's 26 state certified CHW's. Therefore, women who may need services beyond what HTW or primary health care grants can cover, are able to receive a full-scope of care and assistance thru STFPHC.

Appropriate Referrals are provided to other entities in the community that accept and are certified to deliver HTW services related to diagnostic work-ups, radiology, and surgical treatments. STFPHC has formalized agreements to accept referrals from and

send referrals to entities such as: hospitals, for emergency care services and for use of their surgical and radiological facilities to perform procedures for uninsured and low-income clients who need higher level diagnostic services and/or treatments, independent surgical facilities/ outpatient services, anesthesiologists, independent physicians/surgeons, who are specialists and licensed to do diagnostic biopsies, perform excisions, and surgical procedures, and laboratories, which report using the Bethesda system are certified to analyze and report on breast and/or cervical biopsy tissue specimens, private physician groups, to accept clients who need specialized procedures for hi-risk clients who need tubals and vasectomies performed in an out-patient or hospital setting, radiological facilities, for the performance of x-rays, ultrasounds, fine and core needle biopsies, etc., including mammograms using the BI-RAD system. The agencies referral systems are highly effective in linking clients with specialty care beyond the scope of services provided at STFPHC. Written linkage agreements exist with many social service providers, private providers, faith-based organizations, counseling services, adoption services, FQHC's, and more. STFPHC maintains an active computer system to enter data for clients that have been referred out for services to any one of the many providers who collaborate with the agency to serve low-income and uninsured individuals. The computer system allows clients that are referred out to be easily identified and tracked through care. STFPHC staff track and follow-up clients to ensure they keep their appointments and also communicate with the referral resource about the patients care to ensure continuity. Appropriate referrals at STFPHC begin with the compilation of a referral resource list unique to STFPHC. The list includes resources identified within the community that work with low-income and uninsured clients and is updated annually. Referral resources on the list include entities within the local communities which provide clothing, food, shelter, domestic violence/family violence services, specialty care, pre-natal care, eligibility for food stamps and Medicaid, pregnancy care services, primary health care, dental care, FQHC's, faith-based medical clinics, employment services, GED attainment services, legal aid services, and much more. This resource referral lists many providers in and around each individual clinic site that are willing to accept STFPHC clients and who also refer clients to STFPHC clinics for family planning, immunizations, breast & cervical cancer care, primary health, etc. As the resource referral listing for each clinic site is updated annually by clinic coordinators, written linkage agreements are sought and renewed. Each referral made by STFPHC is in writing, logged into the computer system, and maintained in the medical record. Each referral also includes a patient signed release of information so STFPHC has the authority to communicate with the referral resource. The written referrals include the resource's complete name, address, and phone number so the client knows where to go and clearly describes services needed by the client to avoid duplication. Finally, information about the referral outcome is properly documented in the medical record.

STFPHC works directly with their resource and referral network to ensure they understand: 1) how to work with STFPHC clients and outlines exactly what they need for that referral, 2) to never charge STFPHC clients for services, 3) the paperwork that is required between both organizations to comprehensively care for the client; 4) how to communicate about any client related issues with STFPHC in good faith, and 5) how to refer clients into STFPHC for HTW/other services, and vice-versa. These on-going referrals remain functional and bi-directional. STFPHC maintains a large, strong, highly-qualified, and willing network of resources that work together in good faith to meet the needs of the uninsured and low-income clients that are served by STFPHC, including those covered under HTW. The MOU's and referral agreements that STFPHC has in

place allow HTW eligible clients to receive the full scope of comprehensive medical care necessary in a seamless manner that ensures a high degree of quality and continuity of care.

6a. The core required services covered thru this HTW grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The services which will be contracted out to HTW eligible and certified providers are: higher-level diagnostic, radiological, and/or surgical procedures that are optional yet reimbursable under the HTW grant. STFPHC has extensive experience, knowledge, and expertise with contracting. Historically, STFPHC has contracted with: hospitals, for emergency care services and for use of their surgical and radiological facilities to perform procedures for uninsured and low-income STFPHC clients who need higher level diagnostic services and/or treatments, independent surgical facilities, for clients who require outpatient services, anesthesiologists, for clients who require anesthesia as part of their treatment and/or surgery, independent physicians, who are specialists and licensed to do diagnostic biopsies, perform excisions, and surgical procedures, laboratories, which report using the Bethesda system to report and which are certified to analyze and report on breast and/or cervical biopsy tissue specimens, private physician groups, to accept clients who need specialized procedures for hi-risk clients who need tubals and vasectomies performed in an out-patient or hospital setting, radiological facilities, for the performance of x-rays, ultrasounds, fine and core needle biopsies, etc., including mammograms using the BI-RAD system. These on-going contracts, which STFPHC currently has in place, are currently functional and working effectively. The entire network of STFPHC contractors are ready and willing to take on additional clients who will become eligible under HTW grant and who have agreed to continue their contracts. STFPHC maintains a large, strong, highly-qualified, and willing network of contractors that work together in good faith to meet the needs of the uninsured and low-income clients that are served by STFPHC. The contracts that STFPHC currently has in place will allow HTW eligible clients to receive the full scope of medical care necessary in a seamless manner that ensures a continuity of care.

6b. All the core and required services allowed thru the state's HTW grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The contracted services are: higher level diagnostic, radiological, surgical services, etc., as described in 6a above. These services will be available to the population that becomes HTW eligible at STFPHC. Letters of Agreement and negotiations for these services/procedures already exist and all contractors have agreed to continue their relationships with STFPHC in a manner that ensures HTW clients will be served quickly and not charged for HTW covered procedures. STFPHC can therefore, factually state that the administrators and directors of the agency have extensive experience in developing Letters of Agreement and negotiating with contractors to offer services and procedures to their clients. High ethical and moral standards of care are required of all STFPHC contractors and all contractors complete conflict of interest statements, confidentiality statements, and sign that they do not provide or perform abortions in any way. All Letters of Agreement completed with contracted entities meet the requirements of the state's financial contractor's procedures manual and legal standards that make the Letters of Agreement valid and enforceable documents.

6c. STFPHC monitors and evaluates the professional and clinical services performed by contractors for referrals made to those contractors. STFPHC ensures contractors maintain effective certifications, licensures, and that they test and inspect their equipment and maintain necessary trainings and CEUs, etc. Contractors at STFPHC work directly at the various clinics on-site providing direct services and/or are directly reimbursed for high-level surgical/medical procedures. Depending on the function that is filled by the contractor (as a hospital, independent physician, independent clinician, laboratory, and/or radiological facility, etc.), STFPHC monitors and evaluates the performance of the contract, direct delivery of services, administrative and financial requirements such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each sub-contractor as expected from their contract no less than annually. STFPHC requires that these contractors provide copies of current licenses, certifications, equipment and/or facility inspections, etc., and STFPHC retains copies on file for review by DSHS or other officials as needed.STFPHC works directly with their contractors to monitor the contracts and clinical services that contractors deliver. Contractors are monitored for compliance with nationally recognized standards of care, billing, coding, programmatic requirements, etc. STFPHC ensures contractors are trained to understand: 1) how to work with STFPHC clients, 2) never to charge STFPHC clients for services, 3) how and when to bill STFPHC and receive reimbursement from STFPHC for services rendered, 4) exactly what services are allowed and what levels of reimbursements are expected, 5) exactly what paperwork is required with each services ordered, 6) how to communicate with STFPHC about any budgeting or management processes and any other issues in good faith, and 7) how to refer clients into STFPHC programs who may need the agency's services.

6d. All the core and required services allowed thru the state's HTW grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The contracted services are: higher level diagnostic, radiological, surgical services, etc., as described in 6a above. STFPHC provides technical assistance to its contractor on service delivery, administrative and financial requirements such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each contractor as expected from their contract no less than annually. STFPHC contractors complete basic training, attest to moral and ethical standards, agree to adhere to the agency's policies and regard all patient information with the highest degree of confidentiality, and attest that they do not provide or perform abortions. The fact that STFPHC subcontractors continue their relationships with the agency year after year, justifies the experience and ability of STFPHC to work with, train, and retain contractors.

6e. STFPHC has included several staff positions that will be responsible for monitoring contractors for performance of higher level diagnostic, radiological, surgical procedures, etc. Contractors under HTW shall be monitored no less than annually for a variety of components (i.e. medically to ensure sound medical practices and nationally recognized standards of care were followed, financially to ensure they are billing appropriately and receiving appropriate reimbursement, and administratively to ensure they are collecting required data and submitting required forms, data, and reports accurately and timely, etc.). The staff positions and qualifications of the persons responsible for monitoring contractors are as follows: The Medical Director, a board certified OB-GYN, with over 50 years of experience; Asst. Medical Director, a Family Practice MD and surgeon, with over

40 years of experience; Clinic Services Director, a Physician Assistant with over 15 years of experience, a Fiscal Director with over 10 years of experience, a Billing Director, Bachelors Degree certified in coding, with over 10 years of experience. Each staff position is held responsible for understanding their expected roles and performing designated monitoring activities that are within the realm of their authority for every subcontractor.

6f. STFPHC already has fully qualified, experienced, trained, and capable professional and clinical staff in positions to monitor all contractors. Therefore there will not be any new staff positions anticipated or created for monitoring of STFPHC contractors.

6g. STFPHC maintains a policy and procedure manual that specifically addresses the monitoring of contractors (medically, financially, and administratively) which shall apply to the pre-natal and dental contractors and outlines procedures that will be followed and identifies persons responsible within STFPHC to ensure contractors are providing services as outlined in their contracts and maintaining all required certifications, service level expectations, following nationally recognized standards of care, and keeping up with required equipment/facility inspections, submitting data and reports correctly and timely, and receiving appropriate reimbursements for the services they deliver, etc. Contractors are held accountable to meet the performance expectations of their contracts and can have their contracts terminated with our without cause should they fail to meet the expectations of their contract. STFPHC has procedures and systems in place to make it easy and seamless for contractors to submit data so that STFPHC enters that data into the required systems within the organization for state level reporting. Internal forms have been developed for contractors to collect required data, submit required data, and forward that data to STFPHC for official input into required systems. The systems in place include validation of the data submitted and validation of the data after it is entered into required internal and state systems to ensure all data is accurate.

6h. STFPHC already has fully qualified, experienced, trained, and capable staff positions that can help contractors with data collection, submission, and data quality improvement. Therefore there will not be any new staff positions anticipated or created for monitoring of STFPHC contractors.

MARTHA F. ZUNIGA (STFPHC Executive Director) C.V.

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EDUCATION

Master of Public Administration (1998)
Major: Management
School: *Texas A & M University/Corpus Christi*

Bachelor of Business Administration (1996)
Major: Management
School: *Texas A & M University/Corpus Christi*

Associates of Business Administration (1993)
Major: Management
School: *Del Mar College, Corpus Christi, Texas*
Honors: Certificate of Achievement for Distinguished academic performance at a two-year college

CAREER RELATED EXPERIENCE

Administration/Management/Leadership

- Writing Federal and State *Grants* successfully.
- *Monitoring and Evaluating* Internal Programs and External Programs
- *Implementing* New and Present Projects within the Agency
- *Enforcing policies* set forth by the Board of Directors, states, and federal governments
- Approving & Authorizing Expenditures and Disbursements
- *Interpreting* Federal & State Standards and Guidelines for internal policy guidance
- Conducting Community Assessments throughout State Region 11
- Developing Management Information Systems/Computer Operating Systems to ensure reports to state and feds are accurate, timely, and can be easily analyzed for management actions
- Preparing Internal & External Correspondence for the organization
- Coordinating fundraising activities with the employees and board members
- Creating and Maintaining the agency's strategic plan
- Managing multiple clinics and sites throughout South Texas – 10 locations
- Participating in the Health Metrics Best Practices 2002 evaluation for family planning programs in the U.S. and *South Texas Family Planning & Health Corporation met or exceeded* the U.S. Best Practices in 3 of 4 points (Patient satisfaction, Staff satisfaction, Clinical Indicators, Education & Time Spent).
- Overseeing the development technological infrastructure of the agency, where a wide area network was designed and constructed (connecting all locations throughout 19 counties in South Texas) to enhance internal & external communications thru computers & technology for

MARTHA F. ZUNIGA, continued page 2 (STFPHC Executive Director) – curriculum vitae

the first time. Systems were designed and/or purchased for billing, pharmacy, tracking, clinic visits, email, internet access and much more for technological improvement

- Coordinating meetings with departments of the organization to ensure communication is horizontal and vertical within the agency in an effective manner to ensure responsiveness
- Working directly with external auditors (financial, QA, contractual, and others) during site reviews and audits of the agency.
- Coordination with QA/QI systems within the agency to respond to identified trends, patterns, needs, etc. and address them in an effective and swift manner.
- Launching of agency's mobile friendly website, located at www.STFPHC.org
- Launching and Implementation of Electronic Health Records
- Working directly with Board members, organizing meetings, keeping board members informed of events, legislation impacting program, community information, on-goings of the organization and making recommendations to board of directors for policy development/formulation, budget approvals and revision approvals
- Negotiating contracts with providers, hospitals, and funders
- Serving as the official spokesperson for the organization
- Serving on directly related boards, committees, councils, etc., to ensure the organization is represented community-wide.
- Making recommendations to board for increasing staff morale, retention, and maintaining experienced leaders in the agency
- Evaluating and monitoring program with Strong QA/QI component to address minimum data elements, gather, report, & capture FPAR Data for 330 grant, etc.

Human Resources Management

- *Directing* of over 42 employees & staff contractors at STFPHC
- Responsible for projects administered by South Texas Family Planning & Health Corporation umbrella – *Natural Family Planning & Fertility Centers, Health Education Services Project (promoting abstinence & character development), Breast & Cervical Cancer Project, Family Planning Clinics/Men's Health Centers, Title X HIV Integration Project, Title X Obesity Project, Texas Infertility Prevention Project, Immunization Project, Expanded Primary Health Care Project, Medicaid Incentive Funds, Enrollment Grant project, Primary Health Care funds, etc.*
- Conducting *Wage Comparability Surveys* to recommend salary changes and benefits
- Preparing Salary & Staffing Structure Proposals for Board of Directors
- Conducting Formal Staff Needs Assessments for Training and Skill Retention
- Conducting Organizational structural planning & transformation
- Developing Action Plans for *Staff Training, Development, CEU/CME/CHW maintenance and re-certifications*
- Developing *Basic Orientation System for Board of Director and New Hires*
- Knowledge of EEOC Laws, Title VII of the Civil Rights Act, Americans with Disabilities Act, and applicable HR inter-agency policies/procedures
- Experience with promoting, terminating, demoting, and *disciplining employees.*
- Responsible for staff *recruitment, retention, & selection, including screening applicants, interviewing, employee evaluation, job description updates, and hiring.*

MARTHA F. ZUNIGA, continued page 3 (STFPHC Executive Director) – curriculum vitae

Fiscal Management and Budgeting

- Development & Recommendation of the Annual Budget to the Board of Directors, including all subsequent budget revisions for all projects & funding sources
- Development and submittal of budgets to state and federal governments, and community foundations
- Knowledge of separation of books for state budgets and grants for compliance with state contracts
- Familiar with the reporting requirements of Title X, HTW, PHC, BCCS, EPHC.
- Experience with preparation of Form 990 for the IRS,
- Prepared and Completed Quarterly Reports for IRS and funding sources
- Act as the liaison between internal review team and independent auditing firm and have first hand experience with Grants Management Auditors, Quality Assurance Auditors, and those monitoring our services
- Knowledge of MIS systems used to track revenues and expenditures
- Experience with preparation of federal & state payment vouchers for reimbursement of services provided (B-13, B-13x, FSR, Forms 250 and 350, etc.)
- Experience with revenues received by state & federal governments, and internal accounting practices
- Billing and reporting of medical services rendered to state & federal governments with required reports for clinical indicators and minimum data elements
- Understanding of cost analysis and development cost rates charged to those over state and federally covered FPL limits

EMPLOYMENT HISTORY

1988 - present **South Texas Family Planning & Health Corporation**
Private, non-profit agency established to provide comprehensive primary health care, community-wide education, women's health, family planning/men's services, breast & cervical cancer care, enrollment assistance, etc., to the indigent and low-income populations throughout South Texas.

- **Executive Director for 16 years (5/99 to present)**
- Assistant Executive Director (4/97 – 5/99)
- Fiscal/Administrative Services Supervisor (10/95 – 3/97)
- Administrative Office /Operations Specialist (8/88 – 9/95)

1993-95 **Texas Assn. Concerned w/School Age Parenthood (TACSAP)**
Private, non-profit agency established as voice across Texas to develop and implement strategies to combat Adolescent Pregnancy – weekend job)

- **Contract Administrative Specialist to Board of Directors**

PROFESSIONAL AFFILIATIONS

- Texas Association Concerned with School Aged Pregnancy Organizational Member

MARTHA F. ZUNIGA, continued page 4 (STFPHC Executive Director) – curriculum vitae

- Texas Public Health Association Member
- Women's Health and Family Planning Assn. Member and President in 2009 and 2014
- National Family Planning & Reproductive Health Association Member
- South Side Lions Club Member
- Healthy Futures of Texas Program
- Women's Healthcare Coalition Member

COMMITTEE/COMMUNITY WORK

- Texas Dept. of Health (now DSHS) appointed by commissioner to the Family Planning Advisory Committee, 1998 – 2003, and elected Vice-President in 2003.
- Texas Dept. of Health (now DSHS) Information & Education Sub-Committee Member, 1999-2001
- Texas Dept. of Health (now DSHS) Funding Allocation Sub-Committee Member, 2001-2002
- Head Start Advisory Committee Member, Community Action Agency, 1998-current
- Region 11 Family Planning Advisory Committee Member & Officer, 1995 - 2003
- Federal Expert's Panel on Statutory Rape, USDHHS, 2004
- Robstown Housing Authority, Program Coordinating Committee, 2000 - current
- Aransas County, Health Care Steering Committee, 1999 - 2001
- Center for Health Training Committee – State wide conference Trainer & Planning Member for the "Supervisor's Institute," 2004
- Presenter for National Family Planning & Reproductive Health Association "Family Planning in Latino Communities" 4/2008
- SS Lions Club Disabled Children's Camp Fund-Raising Member, 1996 - current
- SS Lions Club Eye Tissue Transfer member, 1996 - current
- SS Lions Club Former Newsletter Editor – Weekly for the club and monthly for the Regional Clubs, 1996 – 1998
- Dept. of State Health Services, Texas Cervical Cancer Strategic Planning Committee and Vice-Chairperson for the Policy Work Group, 2006-2007
- Presenter for Dept. of State Health Services "New Family Planning Contractor's Orientation" 2006
- Presenter for Dept. of State Health Services "Round Table Meetings" on Quality Assurance Monitoring Reviews & Preparation, 2008
- Testimony and Comments to Texas House Health Care Committee, 2011, 2013
- Testimony and Comments to Texas Senate Finance Committee, 2015
- Women's Health and Family Planning Association, President 2008-2010 and 2012-2014
- Board Member of Women's Health and FP Association of Texas (Provider Representative) 2014-2016 and member of Executive Committee and Finance Committee.
- Presentation to Texas House Women's Caucus 2014 and 2015 in Austin, Texas. Spoke at the Women's Champion Tour – Representative Donna Howard in Corpus Christi, Texas
- Texas Health and Human Services Commission – appointed by commissioner to the Women's Health Advisory Council in September 2015

Richard R. Tapia (STFPHC Fiscal Services Director) C.V.

350 Troy Drive
Corpus Christi, Texas 78412
361-765-8687 (cell) * 361-855-7333 (work)

EDUCATION

Bachelor of Business Administration (1986)

Major: Finance
Minor: Accounting
School: *Corpus Christi State University (now Texas A & M Corpus Christi)*

Certificate on Computerized QuickBooks Pro 2009 (5/2009)

Course: Mastering QuickBooks Pro
Place: San Antonio

EXPERIENCE

Administration and Management:

- Oversee STFPHC financial department ($1.5 million budget or more).
- Perform fraud and abuse audits internally on all the agency's sites.
- Ensure strong internal controls and external controls are in place.
- Familiar with the OMB circular A-133, Uniform Grants Management and Standards, DSHS contractual requirements for financial management systems
- Prepare summarization of income and expenses for agency Board of Directors and Executive Director
- Development & Recommendation of the Annual Budget to the Board of Directors, including all subsequent budget revisions for all projects & funding sources
- Development and submit of budgets to state and federal governments, and community foundations
- Knowledge and Application of Generally Accepted Accounting Principles (GAAP)
- Knowledge and Application of financial reporting requirements specifically for Titles V, X, XIX, XX, HTW, EPHC, PHC, and BCCS – (B13, B13x, FSR, FRR, Matching Reports, FPAR, Cost-Analysis)
- Experience with preparation of Form 990 for the IRS
- Prepared and Completed Quarterly Reports for IRS, TWC, and DSHS funding sources
- Act as the liaison between internal review team and independent/state auditing teams and have first hand experience with Grants Management Auditors, Quality Assurance Auditors, and those monitoring our services
- Knowledge of Lotus, Excel Spreadsheets, and Access Inventory System
- Prepare federal & state payment vouchers for reimbursement of services provided
- Prepare Payroll for entire organization, including application of taxes and deductions
- Prepare and process payment for payroll taxes and liabilities and call them in
- Experience with billing and reporting of medical services rendered for state & federal governments
- Reconciliations with R&S and TMHP claims (XIX/TWHP, TMHP, etc.)

RICHARD TAPIA, continued page 2 (STFPHC Fiscal Services Director) – curriculum vitae

EMPLOYMENT HISTORY

2004 – present -

South Texas Family Planning and Health Corporation - private, non-profit agency established to provide health care to indigent and low-income populations in South Texas
Position: Fiscal Services Director (2005 – 2010 and 9/1/2011 - current)
Position: Fiscal Services Supervisor (2004 – 2005)

1979 – 2004

Corpus Christi Caller Times Publishing Company – a daily publication of the local, national and world news, as well as sports, and other information, supervised staff, and was responsible for accounting department.
Position: Staff Accountant and Supervisor (1995-2004)
Position: Accounts Receivable Clerk (1991-1995)
Position: Messenger Clerk (1979-1991)

CURRICULUM VITAE (for STFPHC Medical Director)

ALBERTO E. DE LA GUARDIA, M.D., OB-GYN, FACOG
Texas Medical Board License #: D5598

OFFICE:	PHYSICIANS PLAZA WEST 2601 HOSPITAL BLVD., SUITE #216 CORPUS CHRISTI, TX 78405 PHONE (361) 882-6868 FAX (361) 882-7878
PLACE:	PANAMA, REPUBLIC OF PANAMA
CITIZENSHIP:	NATURALIZED 1962
PERSONAL:	MARRIED TO ELIZABETH CAROLINE TWO SONS, ALBERT AND MICHAEL
PREMEDICAL EDUCATION:	TULANE UNIVERSITY NEW ORLEANS, LA B.S., 9/55 – 6/58
MEDICAL SCHOOL:	TULANE UNIVERSITY NEW ORLEANS, LA M.D., 9/58 – 5/62
INTERNSHIP:	CHARITY HOSPITAL OF LOUISIANA NEW ORLEANS, LA
RESIDENCIES:	SOUTHERN BAPTIST HOSPITAL NEW ORLEANS, LA OB/GYN, 1/66 – 12/68 SOUTHERN BAPTIST HOSPITAL NEW ORLEANS, LA SURGICAL, 7/63 – 10/63
ADDITIONAL POST GRADUATE:	SOUTHERN BAPTIST HOSPITAL NEW ORLEANS, LA SURGICAL RESIDENCY WHILE WAITING FOR OB/GYN RESIDENCY, 10/65 – 1/66
MILITARY:	UNITED STATES AIR FORCE 10/63 – 10/65
CERTIFICATION:	AMERICAN BOARD OF OBSETRICS & GYNECOLOGY NOVEMBER 12, 1971
MEDICAL LICENSURE:	TEXAS MEDICAL LICENSE #D5598 LOUISIANA MEDICAL LICENSE #9362

ALBERTO E. DE LA GUARDIA, M.D., OB-GYN, continued page 2 (STFPHC Medical Director) C.V.; Texas Medical Board License #: D5598

HOSPITAL APPOINTMENTS:	COLUMBIA NORTH BAY HOSPITAL, ARANSAS PASS, TX SPOHN MEMORIAL MEDICAL CENTER, CORPUS CHRISTI, TX DOCTORS REGIONAL HOSPITAL, CORPUS CHRISTI, TEXAS
PROFESSIONAL AFFILIATIONS:	ACOG TEXAS ACOG TEXAS MEDICAL ASSOCIATION SPAR MEDICAL SOCIETY
WORK HISTORY:	KIMBRO CLINIC CLEBURNE, TEXAS 76031 1/15/69 – 4/1/83 DURHAM CLINIC HOUSTON, TEXAS 77007 4/4/83 – 6//1/87 KAISER PERMANENTE DALLAS, TX 75224 6/15/87 – 1/1/88 WOMEN'S CLINIC, SOLO PRACTICE GRANDBURY, TEXAS 1/2/88 – 3/4/94 WOMEN'S MEDICAL, OB/GYN, SOLO PRACTICE INGLESIDE, TX 78362 3/1/94 – 8/13/99 WOMEN'S MEDICAL, OB/GYN, SOLO PRACTICE CORPUS CHRISTI, TEXAS 78405 8/13/99 – PRESENT SOUTH TEXAS FAMILY PLANNING & HEALTH CORP., *ASST. MEDICAL DIRECTOR* CORPUS CHRISTI, TEXAS 78411 4/2005 – 4/2006 SOUTH TEXAS FAMILY PLANNING & HEALTH CORP., *MEDICAL DIRECTOR* CORPUS CHRISTI, TEXAS 78411 4/2006 – PRESENT

CURRICULUM VITAE

Raleigh A Smith MD, FACS (STFPHC Asst. Medical Director)

Texas Medical Board License #: F4547

General Surgery • Laparoscopy • Endoscopy
361-758-0327 • 361-758-7986 Fax
1663 West Wheeler Avenue • Aransas Pass, Texas 78336

Education:

Undergraduate:
Rice University, Houston, Texas
August 1971-May 1975

Bachelors of Science in Electrical Engineering,
Cum Laude

Medical Licenses:

Texas: F4547 (1979-now)
Arkansas: E1911 (1998-now)
Georgia: 51734 (2002-now)

Medical School:

University of Texas Southwestern Medical Scholl at Dallas
August 1975-June 1979
Doctor of Medicine (MD)

Internship, General Surgery:

St. Paul Hospital
Dallas, TX
July 1979-June 1980

Residency, General Surgery:

St. Paul Hospital,
Dallas, TX
July 1980-June 1981

West Virginia University
Charleston, West Virginia
July 1981-June 1984

Practice History:

Hill Country Memorial Hospital
Fredericksburg, TX
July 1984-February 1995
Emergency Room Staff Privileges

Kimball County Hospital
Junction, TX
1985-February 1998
Emergency Room Staff Privileges

Raleigh A Smith MD, FACS, continued page 2, (STFPHC Assistant Medical Director) C.V. Texas Medical Board License #: F4547 (page 2)

Marshall Regional Health Center
Marshall, TX
February 1995-May 1998
Emergency Room Staff Privileges

Chambers Memorial Hospital
Danville, AK
July 1998-July 2000
Emergency Room Staff Privileges

Dardanelle Hospital
Dardanelle, AK
September 1998-July 2000
Emergency Room Staff Privileges

Terry County Hospital
Brownfield, TX
October 2000-September 2001
Emergency Room Staff Privileges

North Georgia Medical Center
Ellijay, GA
August 2002-June 2004
Emergency Room Staff Privileges

Northside Cherokee Hospital
Canton, GA
November 2003-June2004
Emergency Room Staff Privileges

Christus-Spohn Kleberg Hospital
Kingsville, TX
October 2004-January 2006
Emergency Room Staff Privileges

North Bay Hospital
Aransas Pass, TX
January 2006-Current Active Staff
Emergency Room Staff Privileges

Raleigh A. Smith MD Solo Practice
Aransas Pass, TX
January 2006-Current Active Staff

Curriculum Vitae

Suzanne White, PA-C, TMB #PA04291 (STFPHC Clinic Services Director)
6014 Strasbourg Drive, Corpus Christi, TX 78414
Phone: 361-563-1676 email: swhitepa@gmail.com

EDUCATION

University of South Alabama
Physician Assistant Studies
Master of Health Science Degree

Stephen F. Austin State University
Double Major – Biology and Computer Science
Bachelor of Science Degree

CERTIFICATIONS

Community Health Worker
ACA Navigator
Physician Assistant License, Texas Medical Board
DEA Certificate
NCCPA Board Certified

EMPLOYMENT

South Texas Family Planning and Health Corporation
March 2008 to Present
Clinic Services Director. Clinical duties include woman's health, male exams, health screenings, basic primary care and family planning in rural clinical settings. Breast and Cervical Cancer Services clinician.

Puget Sound Healthcare VA - Seattle, Washington
November 2007 to February 2008
Locums PA treating patients for back and spine issues through Rehab Care Services.

Corpus Christi Cancer Center – Corpus Christi, Texas
August 2005 to October 2007
Care of patients while and after receiving external beam radiation treatments. Collaboration with physician and dosimetrist on radiation treatment planning.

Jacinto Medical Group – Baytown, Texas
November 2004 to July 2005.
Responsibilities include acute care treatment of patients in the Walk-In clinic for a 5 physician group.

Togas Veteran Administration Hospital, Togus, Maine
August 2004 to November 2004
Locums PA treating patients in Urgent Care facility.

Internal Medicine of Mississippi – Gulfport, Mississippi
September 2002 to June 2004
History and physical exams, treatment evaluation, acute care, lab results interpretation, pain evaluation and treatment, and many other treatments and procedures.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	$1,246,828

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	5,000

FORM I: WORK PLAN

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PROGRAM ADMINISTRATION AND MANAGEMENT

a. STFPHC proposes to provide the following services: comprehensive family planning and women's health services delivered on-site at 6 comprehensive clinic sites with all contraceptive methods offered thru an on-site Class D pharmacies which stock FDA approved birth control methods, including LARC's (IUD's and Nexplanon). All STFPHC clinicians have been formally trained on the proper insertion and removal of LARC devices. Examinations shall include: skin, HEENT, neck/thyroid, mental health assessment, chest/lungs, heart, breasts, neurological, abdomen, musculoskeletal/back/ skeletal, other extremities, lymphatics, vulva, perineum, vagina, cervix, uterus, adnexa, inaguinal, anus, rectum, and external genitalia. A health care plan specific to each client shall be developed to monitor outcomes that are tracked within the system. These monitors identify acute, chronic conditions, and normal conditions, include return visit schedules, and ensure good patient outcomes. Other services shall include: a) Immunizations provided by CHW/Clinic specialist on-site. Vaccines include TDaP, meningitis, HPV, Hepatitis A, Hepatitis B, pneumonia, flu, etc. b) Cancer screening services – clinical breast exams, HPV tests, pap smears, pelvic examinations, rectal/anal examinations shall be performed by the medically licensed clinicians and doctors with orders that CHW/Clinic specialist must follow for the patient's complete care and appropriate counseling for the client, c) Screenings for health and chronic conditions – the on-site laboratory and client risk assessment process allows for every clinic site to offer Point-Of-Care laboratory testing for lipids, glucose, protein, leukocytes, nitrites, TSH, HIV, body temperature, hypertension, BMI, height, Hepatitis, Lead, Tuberculosis, STD's, domestic/family violence-abuse, alcohol/drug use, and mental health, etc, and clinicians will order other screenings thru blood work that shall be submitted to labs such as CBC's, A1C's, urine cultures, etc., with labs drawn by the CHW/Clinic specialist and results interpreted and acted upon by the doctors and clinicians, with appropriate follow-up and client counseling and treatments ordered. These services are accompanied by a complete physical exam, complete history intake, complete acute/chronic list of conditions, and appropriate orders to help the patient reach their reproductive life plan thru the provision of effective birth control methods or the provision of infertility testing and pregnancy testing, d) Emergency medical services for family planning, women's health, and urgent care, including pregnancy testing shall be delivered immediately as needed for the client on a walk-in basis with clients triaged into care and taken care of by the clinician on-site, e) Diagnostic testing such as laboratory tests, x-rays, or other appropriate diagnostics shall be done on-site as ordered by the clinician or off-site as ordered by the clinician at a contracted facility that will deliver the services for the HTW client at no-cost. Services include colposcopy, biopsy, mammogram, ultrasound, excisions, conizations, blood and urine cultures, etc., and f) On-site treatment and follow-up for acute and chronic conditions diagnosed and detected, including diabetes, hypertension, and cholesterol. All relevant clinical practices are based on state and nationally recognized standards such as American Congress of Obstetrics and Gynecologists, United States Preventative Services Task Force, American Cancer Society, US Medical Eligibility Criteria for Contraceptive Methods, and Center for Disease Control and Prevention, DSHS Public Health Clinic Services, as it pertains to clinical screenings, family planning service provision, and other medical services provided on-site.

b. The priority population to be served by STFPHC shall include female clients of childbearing potential, aged 15 thru 44, that are uninsured, low-income, and who fall at or below 200% of federal poverty who neither have a medical home or whose medical home

is no longer able to care for them because of unpaid bills, or high-risk medical status, as well as teens and those who do not qualify for Medicaid, but are in need of HTW services. Under this fully funded HTW proposal, STFPHC expects to serve no less than 5,000 unduplicated clients.

c. The STFPHC workforce that delivers clinical services at STFPHC is highly trained, skilled, and experienced. The family planning clinic sites are staffed with medically licensed personnel (4 physicians, 3 physician assistants, 2 APRN's) that perform exams, do physicals, diagnose and treat clients. To support the clinicians, STFPHC employs 26 state certified Community Health Workers/Clinic Specialist (16 of which are Spanish speakers) that are specially trained to deliver women's health, family planning, immunizations, STD's, primary health, and breast & cervical cancer services to the culturally diverse population served by STFPHC. These clinicians and CHW's are delegated the authority by the medical director to provide eligibility, counseling, education, perform laboratory screenings, bill, draw blood thru venipuncture, provide history intake, perform social work, case management, and referrals. Together these medical professionals deliver high quality services to thousands of clients year after year. The Medical Director and other skilled professionals provides training to staff on contraceptive updates, quality assurance updates, protocols and standards updates, new program requirements and updates, billing and eligibility for state programs, standing delegation orders, etc., each year. The Medical Director and Asst. Medical Director authorize staff thru delegation on all matters of medical and educational significance. The Medical Director is ultimately responsible for updating the Medical Protocols for the Agency and the Standing Delegation Orders and for conducting an *annual review* of both, with assistance from the Clinic Services Director. All medical staff that provide clinical, educational, and medical services at STFPHC (Clinicians, Clinic Coordinators, CHW's, Clinic Specialists) must follow the Agency's Protocols and Standing Delegation Orders's and such staff must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. The pharmacist dispenses, labels, and releases medications at each clinic. Each clinic site houses a Class D Pharmacy, so birth control method supplies and other treatment medications are available to clients immediately after each visit. Each clinic pharmacy is controlled by the pharmacist-in-charge and regulated by the Texas State Board of Pharmacy. On-site pharmacy services reduce barriers for clients by offering the provision of contraceptive methods and other medication at the same time and at the clinic during the client's visit. The rest of the health care team Clinic Coordinators and CHW/Clinic Specialists provide laboratory testing, referrals, eligibility, billing, follow-up, and education, per standing delegation orders and follow the plan for patient care. Natural family planning centers are staffed with a Medical Director that oversees the educational, medical, and referral activities done at the sites. The Natural Family Planning (NFP) Director, a master level certified instructor on the ovulation method, monitors the 4 NFP sites with certified instructors that provide ovulation method instruction to clients. The HESP project is staffed with a Master's Level Educational Director that works (60% time), who concurrently holds the position of Asst. Executive Director (40% time). The educational director provides presentations which are medically and scientifically accurate, age appropriate, and specifically tailored for each group. The agency has extensive, clearly written, and clearly communicated policies and support system to carry out service delivery plans. Administrative policies, billing policies, personnel policies, staff development policies, financial policies, medical policies, protocols, patient services procedures, and many others are in place. These policies and

systems lay the foundation for high quality services to be delivered in a structured setting with clear expectations and patient outcomes. Personnel Policies allow enforcement of the rules, policies, and procedures of the organizations and hold each employee accountable for their own actions. Support systems are in place to help carry out policies and procedures such as the Ahlers Software System for management of clinical operations, tracking, follow-up, inventory, patient billing, and, the QuickBooks 2010 financial system used to process payroll, enter revenues, record journal entries, process checks, gather data to complete state reports, print out financial reports such as balance sheets and cash flow statements. STFPHC has a solid infrastructure already delivering high quality family planning and women's health services, and is prepared to serve 5,000 or more unduplicated HTW clients each year. The agency's sites are strategically located to target special populations that will be covered under the HTW program. The organizations executive staff and administrators are experience leaders with a broad range of knowledge and the agency's board of directors makes, formulates, and sets policies for the organization. While the board of directors has the final say on policies for the agency, it is thru the agency's Quality Assurance committee that most policies are vetted. This process allows STFPHC to gather input from staff about potential draw backs during implementation, best practices, etc., and communicate such to the board of directors so new projects, policies, and procedures have the input and support of the staff to which they apply. The STFPHC Medical Director and Asst. Medical Director are highly involved in the day-to-day operations of the agency projects and clinic sites. The Medical Director leads the QA committee, with the support of the QA Director, and has a direct line of communication to the Board of Directors. Thus the family planning and women's health care services offered by STFPHC are vast, well-managed, and ready to serve more HTW clients.

d. STFPHC is NOT conducting any research on individuals who receive services and has a strict policy to inform funders prior conducting any research. Thus, no IRB approval copy is available or needed.

e. The organizational chart is attached (page 62).

f. Job Descriptions for the follow key HTW employee positions: Medical Director; Assistant Medical Director; Clinician; Clinic Services Director; Pharmacist-In-Charge; Executive Director; Educational Director; Fiscal Services Director; Health Information/Legal& Billing/Outreach Specialist; Billing Dept. Coordinator; Billing Assistant; Assistant Clinic Services Supervisor; Clinic Coordinator; and Clinic Specialist/Community Health Worker (pages 63-87).

g. The STFPHC budget design process begins with the board of directors. The board develops and approves an annual budget for each program and all budget revisions thereafter, with the support of the executive director, fiscal services director, medical director, and clinic services director. The budget takes into consideration the size and scope of the contract, the expected deliverables with each contract, the total number of FTE's required to deliver high quality services for family planning, the type of personnel needed to provide medical and educational services, the number of individuals expected to be served by each program, the time frame of the budget, the amount of supplies, travel, and other expenditures/items needed to operate a financially sound and highly quality family planning program. The board then directs the executive director, fiscal

director, and medical director to implement the budget as developed and planned. Budget implementation includes communication to project directors who manage the budget regarding measurable service delivery goals, number of persons to be served by that budget, time frame for delivery, and type of services to be delivered, along with categorical and line item expenditures allowed based on anticipated revenues for the contract period. The budget categories and underlying line items are monitored for planned vs. actual revenues/expenses by the fiscal services director. The clinic services director and medical director monitor the service delivery plan, data reports submitted by clinic coordinators, number of persons served vs. number planned for the time period, the cost of supplies and visits on a weekly basis. The executive director organizes monthly meetings with the project directors. Each director reports on current status (planned results vs. actual achieved) for the time period. Corrective actions are discussed and taken to ensure goals are met, fund and adequately utilized, and that clients can depend on the receiving services during the entirety of the contract term. The executive director also reports to the board of directors each quarter regarding the budget categories and line items for family planning; the planned vs. actual results for the time period, expenses incurred, number of clients served, etc. These internal activities have proven highly effective in delivering comprehensive family planning and women's health services in the communities served by STFPHC for the past 44 years and have created an environment that clients trust. STFPHC clinics to deliver high quality family planning services and utilize effective processes that ensure the provision of services will be available to HTW eligible clients throughout the contract term.

QUALITY ASSURANCE/QUALITY IMPROVEMENT

a. The role of the internal Quality Assurance/Quality Improvement Committee (QA/QI) of STFPHC is to ensure the delivery of high quality, comprehensive services for all clients, in a cost-effective manner designed to enhance patient care and eliminate or minimize problems related to the delivery of quality care, within the framework of current standards and contracts. The QA/QI is managed by the *Medical Director* with assistance from the *Assistant Medical Director* and the *Clinic Services Director,* who are the persons responsible for maintaining processes utilized to monitor services outlined in the agency's QA/QI plan, such as: scheduling monitoring activities quarterly, reporting on those activities, working with the staff development coordinator to incorporate trainings based on identified trends, updating and approving the policies at least annually, and then communicating them to the entire agency. Staff, along with their qualifications, that sit on and participate in QA/QI processes include: *Medical Director*, OB-GYN, FACOG, with over 50 years of medical experience and over 10 years of direct experience with publicly funded programs here at STFPHC; the *Assistant Medical Director*, MD, and general surgeon that has over 40 years of medical experience and over 10 years of direct experience with publicy funded programs here at STFPHC; the *Clinic Services Director*, that has over 15 years of medical experience and over 8 years of direct experience with publicly funded programs at STFPHC along with a Community Partner Program Navigator Certificate and recognition as a Certified Community Health Worker by DSHS; one *clinician* that is an Advanced Practice Registered Nurse certified in Women's Health and Pediatrics with over 5 years of experience at STFPHC and 10 years in other publicly funded settings; the *Executive Director*, with an Bachelor in Business Administration and Master of Public Administration and over 27 years of direct experience with publicly funded programs as STFPHC; the *Educational Director*, with a Master of Science in Counseling, former teacher of the local school district, certified by DSHS as a Community

Health Worker, designated as a Navigator by the Community Partner Program, and a Certrified Application Counselor for the ACA, who is responsible for outreach and recruitment of clients for programs; the *Fiscal Services Director*, with a Bachelor of Business Administration with an emphasis in Accounting and over 11 years experience with state and federal grant funds, state and federal accounting requirements, and financial audits at STFPHC; The *Health Information/Legal & Billing Director* with a Bachelor of Science in Criminal Justice, an ICD-10 coding certificate, a Professional Biller Certificate from AAPC, is recognized as a certified Community Health Worker by DSHS, certified as a Communitiy Partner Program Navigator, and a recognized as a Certified Application Counselor for ACA with over 10 years of experience; the *Assistant Clinic Service Supervisor* with over 20 years of direct experience at STFPHC managing and delivering publicly funded programs, recognition as a Certified Application Counselor for ACA, certified by the Community Partner Program as a Navigator, and recognized by DSHS as a certified Community Health Worker; and one *Clinic Coordinator*, that has over 26 years of experience at STFPHC delivering publicly funded programs, recognition as a Certified Application Counselor for ACA, certified by the Community Partner Program as a Navigator, and recognized by DSHS as a certified Community Health Worker .

b. 1.The Medical Director is directly involved in the Quality Assurance activities and is the lead person responsible in ensuring that activities of the Quality Assurance System remain on-going and effective, in all areas that are reviewed, including administrative, facility, pharmacy, clinical, and education/outreach efforts. From the daily activities of service delivery, medical record reviews, on-site observations & evaluation of staff and facilities, to analyzing results of client surveys, staff development training, and presiding over the annual face-to-face meeting of the committee, the STFPHC *Medical Director is an integral part of the Quality Assurance System and its on-going activities.*

b. 2. In the process of monitoring the agency's services, systems, staff, and facilities, several essential tools are used to identify patterns that help reduce or eliminate problems in the delivery of quality care. The Audit Tools are designed to check for standards and protocols as set forth by DSHS and STFPHC for risk management. Each of these activities is tracked, monitored frequently, and documented.

b. 3. The Quality Assurance System has a process for corrective actions and follow-up to findings. Corrective actions are taken immediately. The action taken depends on the severity of the weakness or trend identified. As outlined in the organization's personnel policies all employees are held accountable for their actions. Activities for corrective action are as follows: *Wrap-Up Review of Findings*; *One-on-One Formal Action; Group Action (Staff meetings/training resulting from an audit; Personnel Action from reprimand up to termination;* and depending on how serious the findings are, a person or site can be placed on *Accelerated Monitoring.* The Agency has a process for identifying project performance and outcome measures (QI) that includes set goals related service outcomes and meeting the needs of clients (unduplicated numbers served and monitoring of the Title X contractor objectives) and other goals based on community needs assessment. Each clinic site enters tracking information into the medical system and tracks medical and performance data as needed. The Clinic Services Director analyzes the data and implements a plan with corrective actions as needed.

b. 4. Utilization and Frequency of Client Satisfaction surveys are an important part of the Quality Assurance System. STFPHC conducts Client Satisfaction Surveys to a random

sample of 10% of new/annual clients, every quarter. There is a series of four separate survey forms, which measure various components of client satisfaction (waiting time, convenience of hours, accessibility of services, staff courtesy, clinic comfort level, information & education received, services rendered, patient knowledge before & after our services, behavioral changes, etc.). The QA committee reviews the results and develops a course of action or plan of recognition depending on the results.

b. 5. Adverse outcomes are formally identified, reviewed, reported, and monitored by the QA committee at least every quarter. Adverse outcomes include, but are not limited to unplanned events or conditions that happen to a client because of services rendered to them by our agency. STFPHC reviews adverse outcomes such as: abnormal pap smears, abnormal breast exams, abnormal in-house lab results, positive STD's, unintended positive pregnancies, adverse method and medication reactions, and referrals to other medical providers. With all adverse outcomes, the STFPHC clinicians identify, review, and detail a plan of action for patient care and monitor it for adherence.

b. 6. The actual organizational process to develop agency protocols and SDO's involves a meeting of the QA committee to review current protocols/SDO's, consider new or revised protocols/SDO's, decide on training needs that are necessary, and rationale for proposed protocol/SDO. The *Medical Director* then researches for standards from medical associations, those required by funding sources (Quality Care for Public Health, Community Clinics, Title X guidelines, QFP, nationally recognized guidelines and standards of care, etc.), other Program Specific rules & regulations (including Class D Pharmacy), and Texas Board of Medical Examiners rules & regulations, etc. He reports back to the QA committee to discuss his findings and makes a decision recommendation to add/revise or not. Based on the decision recommendation, the Medical Director then writes the protocol/SDO and forwards it to the Clinic Services Director for staff implementation and training. The Medical Director is responsible for updating the Protocols and Standing Delegation Orders and for conducting an *annual review* of both, with assistance from the Clinic Services Director. All medical staff that provide services at STFPHC who fall under the Agency Protocols and/or SDO's (Clinicians, Clinic Coordinators, CHW/Clinic Specialists) must follow the protocols and SDO's and must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. Mid-Level Clinicians have separate medical protocols that delegate specific duties and functions to them as approved by the Medical Director. Mid-Level protocols are also reviewed annually and approved by the Medical Director, who is responsible for their update. Similarly, they must be signed-off by the mid-level practitioner acknowledging their understanding and adherence.

PROFESSIONAL DEVELOPMENT

a. The STFPHC team of health care professionals provide HTW services competently and sensitively to diverse client cultures. STFPHC employes 26 state certified Community Health Workers and 16 of those workers speak this region's second most common language – Spanish. STFPHC ensures competent and sensitive delivery of services to a culturally diverse population in several different ways and offers training on cultural awareness, LEP, cultural diversity, and client sensitivity based on national C.L.A.S. standards to all new employees as part of basic orientation, and annually to all staff thereafter. A Spanish speakers is available at each and every service site. Employees who are not Spanish speakers are held accountable for learning to say "un momento por favor" which means "one moment please" if they answer a phone call or greet a client that only speaks Spanish. This ensures the staff is adequately trained and prepared to serve the predominately Hispanic client population in South Texas and those clients that

primarily speak Spanish. The agency's Limited English Proficiency policy requires that each site post a list of the world's languages that clients can easily look at and point to so staff know what language the client requires for interpretation. The agency has effective contracts with interpreters when languages other than English or Spanish are necessary. The Council of Deaf and Hard of Hearing provides translation services on-site when they are necessary. All translation and interpreter services are free of charge to clients. The agency has completed the *Limited English Proficiency and Policies Survey and the Non Discrimination Policies and Procedures Survey*, submitted them to DSHS, and had them approved and reviewed at each QA audit since then. The agency and all its sites are ADA handicap accessible and the service sites are geographically accessible to populations being served by STFPHC. The checklist was approved and reviewed at each QA audit since then. STFPHC has six comprehensive clinics that deliver services in appropriate facilities that have been audited and reviewed for many standards including cleanliness, safety, compliance with OSHA and CLIA, sufficient and confidential space for client intake and a waiting area where clients are able to wait that is comfortable and that has required signs about laws, rules, and regulations that the public needs to know. Each clinic has an easily identifiable sign that identifies the name of the clinic. In addition each clinic has extended hours to provide services after 5 during week days, and is open early mornings and during lunch to accommodate more clients.

b. Staff, including job titles that will attend HHSC required trainings in person, remotely, via webinar, and/or via conference call will include persons in the positions as follows: The *Fiscal Services Director*, Richard Tapia; *Accounting Clerk*, Adam Lee Zuniga; *Executive Director,* Martha F. Zuniga; *Clinic Services Director*, Suzanne White, PA-C; *Medical Director,* Alberto DeLaGuardia; *Clinicians* – Dr. Conner, Dr. Khatibi, P. Olenick, D. Broach, A. Arthur, and T. Trevino-Arthur; *Health Information and Billing Director*, Mandi Edwards; Billing Department Coordinator, Norene Pumarejo; *Clinic Coordinators* – Zandra Gonzales and Jessica Johnson; *Clinic Specialist/Community Health Workers*, Rachel DeLeon and Ida Rodriguez.

RECRUITMENT

a. Outreach and Education for targeted priority populations will be accomplished by following the STFPHC community education/outreach calendar that has been provided which includes activities and presentations in each and every county where STFPHC has a physical clinic location that is open to serve new and existing clients with HTW services. See pages 113-120. In-reach for priority populations shall be accomplished by discussion at monthly inter-agency director meetings and then communicated no less than monthly to all staff. Project staff from other departments shall be trained to understand the eligibility criteria and covered benefits package of the HTW progam so they can refer clients within the agency for additional services. Quarterly meetings shall include actual discussion of challenges, barriers, concerns, successes in serving the current population of STFPHC and shall identify solutions and implement highly effective activities that linked a client into the HTW program within the agency. Each staff shall be held responsible for informing clients of the various programs that the organization offers, including HTW. Each clinic site shall have goals and objectives that will be tracked and monitored to ensure that outreach, education, and in-reach activities being done are actually resulting in more clients served under the HTW program. All STFPHC eligibility workers shall be responsible for ensuring screening for HTW takes place for clients aged 15-44. Those who screen eligible shall be offered services the same day they utilize any of the services

from the various projects that STFPHC administers. The STFPHC organization's motto is "to serve every client with excellence, commitment, and pride" and the organization incorporates several key concepts into its service delivery system, such as *professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodation, and never denying services to anyone because of inability to pay.* Clients that receive services at STFPHC are treated in a manner that protects their dignity and confidentially. Clinic operating hours are convenient with early morning, evening, and lunch time slots available. The services are affordable and all those who qualify for HTW will receive services at no cost on the date they request them or the day of their appointment.

LONG ACTING REVERSIBLE CONTRACEPTION (LARC) USAGE:

a. All six comprehensive STFPHC clinics will sufficiently stock, offer, and provide all LARC methods on-site, to clients who screen eligible for HTW including the insertion and removal of Nexplanon and all 4 different IUD's – Skyla, Mirena, Paragard, and Liletta. LARC insertion and removals shall be available the same day for clients who screen eligible for HTW. STFPHC will also offer to and stock Depo Provera for all clients who want and request that method.

b. STFPHC will utilize the Reproductive Life Plan counseling step of the client's initial visit to open the door for discussion about the most effective methods of contraception with clients who wish to post-pone pregnancy. Additionally, STFPHC shall utilize the radio and television media to inform the community and priority populations about LARCs that are available at STFPHC. All clients will be informed of the on-site availability of LARC's and shall be encouraged to consider a LARC when they experience problems taking a daily, weekly, or monthly method that causes hormonal shifts that may lead to an unplanned pregnancy. STFPHC will increase their current LARC usage rate from 7% to 10% of the total HTW population served at the clinic sites.

c. STFPHC coordinates professional development LARC trainings directly with manufacturer representatives who host local and on-site trainings for licensed medical clinicans to become certified in the insertion and removal of LARCs. Additionally, STFPHC shall work require clinicians to attend federal and state conferences where LARC practicums are available to ensure they can insert and remove LARCs competently and that they maintain their skills, abilities, and expertise in LARC procedures and counseling skills. LARC education will be provided to CHW's and clinic specialist so they too can maintain their skills, abilities, and knowledge about the methods and know how to better counsel women who wish to post-pone pregnancy about Longer Acting Reversible Contraception.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Increase Access and Utilization of HTW services for women aged 15-44 between July 1, 2016 thru August 31, 2017				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
STFPHC will provide HTW services to at least 5,000 unduplicated HTW eligible clients during the 14 month period between 07-01-2016 thru 08-31-2017.	Operate 6 comprehensive and full-time family planning clinic sites in six different cities in and around Corpus Christi, Texas	# of clinics operating full-time and delivering HTW services during contractual term. # of days open to deliver services to HTW clients during contractual term.	Medical Director and Clinic Services Director	By 08-31-2017

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Encourage HTW clients to establish a Reproductive Life Plan and use of a family planning methods/services available to achieve their goal.				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
STFPHC shall introduce family planning methods and services to 100% of the HTW eligible clients served and help them establish a reproductive life plan during the 14 month period from 07-01-2016 thru 08-31-201	Educate and discuss importance of establishing a Reprodutive Life Plan with HTW clients and use positive reinforcement at all visits to encourage HTW clients about their chosen plan.	# of HTW eligible charts with documented proof of Reproductive Life Plan.	Clinic Coordinators and Community Health Workers/ Clinic Specialist	By 08-31-2017

FORM I: WORK PLAN

Program Component C Professional Development				
Goals: Ensure STFPHC staff have and maintain the required knowledge, skills, and abilities to effectively deliver HTW services to women aged 15-44 between July 1, 2016 and August 31, 2016				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
STFPHC shall require at least 2 HTW program directors to attend state HTW new contractor orientation between 07-01-2016 thru 08-31-2017.	Allow at least 2 program directors to attend the state-wide HTW new contractor orientation in Austin, Texas.	# of program directors attending HTW New Contractor Orientation at the state level.	Executive Director	By 01-31-2017
STFPHC shall require HTW program staff to attend at least 4 in-service trainings regarding screening, eligibility, outreach, claim filing, LARC's, covered services and benefits, program goals, program successes/barriers/ challenges between 07-01-2016 thru 08-31-2017	Plan and Deliver HTW training, at least quarterly, for program staff on screening, eligibility, outreach, covered services, claim filing, and LARC's/Methods available, program goals, program barriers, program successes, challenges on a quarterly basis.	# of HTW program staff in attendance at screening/ eligibility / HTW covered services and benefits trainings.	Educational Director, Billing Director, and Clinic Services Director	Between 07-01-2016 thru 08-31-2017

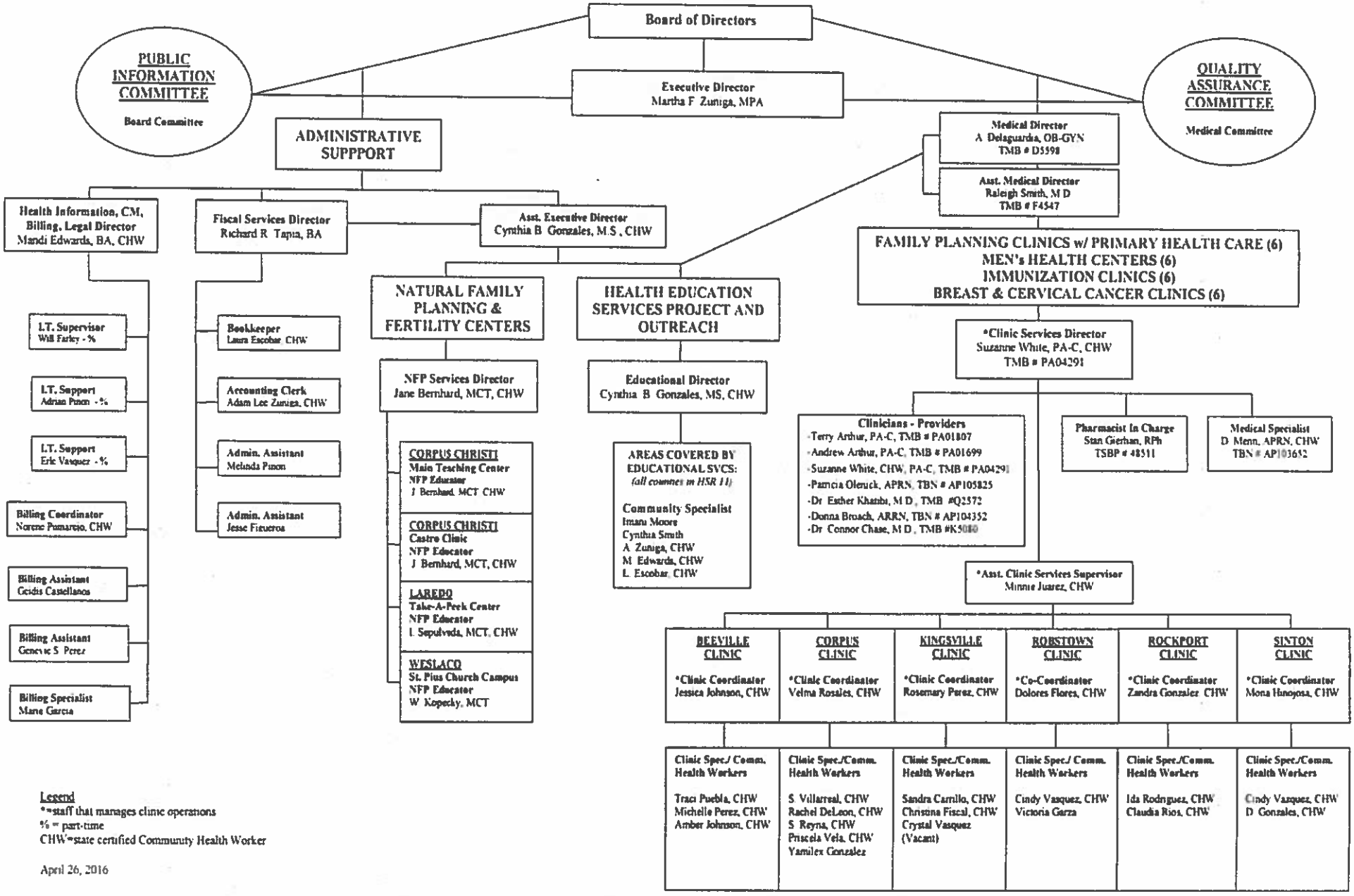
FORM I: WORK PLAN

Program Component D Recruitment				
Goals: To increase community knowledge and awareness of HTW program and services available thru STFPHC clinic sites between July 1, 2016 thru August 31, 2017.				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
STFPHC shall promote the new HTW program and services available at the clinics at 28 community health fairs and events between 07-01-2016 thru 08-31-2017.	Registration, Participation, and Attendance at health fairs and community events throughout the service delivery area to encourage women to receive HTW services at STFPHC clinic sites.	# of health fairs and community events attended by STFPHC	Community Health Workers	By 08-31-2017

FORM I: WORK PLAN

Program Component E LARC Usage				
Goals: Increase LARC usage in the HTW eligible population of women served at STFPHC clinics between July 1, 2016 thru August 31, 2017				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
STFPHC shall insert a LARC in at least 10% of the total HTW eligible population served within the agency that wish to postpone pregnancy as part of their reproductive life plan during the 14 month period from 07-01-2016 thru 08-31-2017	Introduce LARCs as an HTW covered method that is available on-site at STFPHC clinics to 100% of the HTW eligible women who wish to postpone pregnancy as part of their reproductive life plan.	# of HTW client medical charts with documented proof of LARC education and information provided.	Clinic Coordinators and Clinicians	By 08-31-2017

SOUTH TEXAS FAMILY PLANNING & HEALTH CORPORATION, ORGANIZATIONAL CHART



Legend
*=staff that manages clinic operations
% = part-time
CHW=state certified Community Health Worker

April 26, 2016

JOB DESCRIPTION

POSITION TITLE: **MEDICAL DIRECTOR**
REPORTS TO: **Executive Director and Board of Directors**
TYPE OF POSITION: **Contractual Medical/Supervisory** **STATUS:** *exempt*

GENERAL DESCRIPTION:
The Medical Director of the Agency provides overall supervision and coordination of medical services provided by the Agency. Serves as the leader of the Quality Assurance System and is responsible for all Medical Services provided by the agency.

ESSENTIAL FUNCTION/RESPONSIBILITIES:
1. Oversees the supervision and coordination of medical services provided at all agency medical clinics & educational sites.

2. Assumes responsibility for various day-to-day medical services provided by the agency either by delegation order or direct provision. Participates in the day-to-day activities of the quality assurance system of STFPHC and is the person overall responsible for quality assurance, along with the Executive Director and Board of Directors.

3. Provides professional guidance & participates in the development, implementation, and maintenance of quality assurance activities particularly those related to medical practice, including mechanism for peer review & investigations, and medical records quality.

4. Supervises all clinic sites, clinicians (nurse practitioners, Physician Assistants, physicians), and travels regularly. Helps provide training to staff in areas delegated to them. Authorizes the prescriptive authority to mid-level clinicians.

5. Provides medical guidance & professional assistance in development and periodic review of patient care policies including health maintenance schedules & continuity of care and attend mandatory staff trainings/meetings.

6. Reviews and establishes protocols/standards, medical and standing orders for the agency clinic staff and mid-levels.

7. Provides professional assistance in development and standing orders for the agency clinic staff.

8. Respects and guards the confidentiality of all client information, and carries a 24 hour beeper that must be responded to immediately.

QUALIFICATIONS:
The Medical Director should possess the following personal and professional qualifications:
1. Be a **physician licensed to practice medicine in Texas**. Posses an adult CPR/AED and First Aid certificate or the ability to get such within 3 months of contractual work. It is preferred the medical director specializes in OB/GYN or family practice.
2. Should have experience in general health care delivery.
3. Ability to work and communicate effectively with the public as well as private sector of their profession.
4. Practical knowledge of physiological, social & cultural differences between people & cultures, and must be able to treat all patient with courtesy, dignity, and respect.
5. One year prior experience in federal projects or public health administration is preferred.
6. Must possess a high degree of initiative, resourcefulness, judgment, intelligence, and personal integrity.
7. Must provide proof and documentation of mal-practice insurance.
8. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
9. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, HTW, EPHC, PHC, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:
The Medical Director works Monday - Sunday as needed, and is on call 24 hour per day, 7 days per week.

JOB DESCRIPTION

POSITION TITLE: **ASST. MEDICAL DIRECTOR**
REPORTS TO: **Executive Director and Medical Director**
TYPE OF POSITION: **Contractual Medical/Supervisory** **STATUS:** *contract-exempt*

GENERAL DESCRIPTION:
The Asst. Medical Director of the Agency provides supervision and coordination of medical services provided by the Agency. Serves on the Quality Assurance Committee, along with the Medical Director and is also responsible for Medical Services provided by the agency.

ESSENTIAL FUNCTION/RESPONSIBILITIES:

1. Oversees the supervision and coordination of medical services provided at all agency medical clinics & educational sites, along with the Medical Director .

2. Assumes responsibility along with Medical Director for various day-to-day medical services provided by the agency either by delegation order or direct provision. Participates in the internal activities of the quality assurance system of STFPHC and is the 2nd person overall responsible for quality assurance, along with the Executive Director, Medical Director, and Board of Directors

3. Provides professional guidance & participates in the development, implementation, and maintenance, of quality assurance activities particularly those related to medical practice, including mechanism for peer review & investigations, and medical records quality.

4. Supervises the clinic sites along with the medical director and the agency clinicians at the various clinics and travels to all sites regularly. Helps provide training to staff in areas delegated to them. Authorizes the prescriptive authority to mid-level clinicians.

5. Provides medical guidance & professional assistance in development and periodic review of patient care policies including health maintenance schedules & continuity of care and attends mandatory staff trainings/meetings.

6. Reviews and establishes and formally delegates protocols/standards, medical and standing orders for the agency clinic staff and mid-level clinicians by direct oversight and prescriptive authority delegation, along with the Medical Director.

7. Provides professional assistance in development and standing orders for the agency clinic staff along with Medical Director.

8. Respects and guards the confidentiality of all client information, and responds to agency needs immediately.

QUALIFICATIONS:
The Asst. Medical Director should possess the following personal and professional qualifications:

1. Be a **physician licensed to practice medicine in Texas.** Posses an adult Health Care Provider CPR/AED and First Aid certificate or the ability to get such within 3 months of contractual work. It is preferred the Assistant Medical Director specializes in Family Practice, Primary Health Care, and have some experience with family planning and/or women's health.
2. Should have experience in general health care delivery.
3. Ability to work and communicate effectively with the public as well as private sector of their profession.
4. Practical knowledge of physiological, social & cultural differences between people & cultures, and must be able to treat all patient with courtesy, dignity, and respect.
5. One year prior experience in federal projects or public health administration is preferred.
6. Must be willing and able to travel at all times and always have a valid driver's license and maintain all other required state and federal licenses as active.
7. Must possess a high degree of initiative, resourcefulness, judgment, intelligence, and personal integrity.
8. Must provide proof and documentation of mal-practice insurance with STFPHC being "additionally insured" or be able to be added to the STFPHC group insurance for only work done for and with STFPHC as the Assistant Medical Director.
9. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public.

Documentation regarding Hepatitis B will be part of the employees personnel file.

10. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, HTW, PHC, EPHC, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:

The Medical Director works Monday - Sunday as needed, and is on call 24 hour per day, 7 days per week.

JOB DESCRIPTION

POSITION TITLE: **CLINICIAN (Physician or mid-level APRN, PA, CNS)**
REPORTS TO: **Medical Director and Executive Director**
TYPE OF POSITION: **Contractual/Medical** **STATUS:** *contract-exempt*

GENERAL DESCRIPTION:
The Clinician works at the Family Planning Clinic performing medical exams, handling patient problems, and treating patients as necessary. The clinician serves on the internal quality assurance review team. The clinician MUST be able to work in a fast paced environment, make quick and correct medical decisions, and act professionally at all times with a great bedside manner to ensure clients return for services.

ESSENTIAL FUNCTIONAL/RESPONSIBILITIES:

1. Provides Health History & Physical Exams to all adolescents, men, women, and records findings in the medical record. Reviews all patients record to assess, diagnose, and treat clients and documents in and out of E.H.R. system both quickly, accurately, and completely according to STFPHC procedures, funding sources, standards, protocols, etc.
2. Diagnoses and Prescribes patient treatment, including client requested methods of any FDA approved birth control methods without bias or personal judgment to compliment client's reproductive life plan. This includes the insertion and removal of contraceptive IUD's and Implants and any new and emerging methods of FDA approved birth control that comes into the market. Complies with Protocols & Standards.
3. Tests and Diagnoses pregnancies, diabetes, hypertension, and many other acute and/or chronic illnesses through lab results, assesses patients, orders referrals, and follow-ups.
4. Assumes responsibility for various day-to-day medical services provided by the agency either thru delegation or direct provision.
5. Reviews all problems records and serves as on the Quality Assurance System (internal compliance). Travels regularly to all clinic sites/service sites as requested.
6. Orders and/or does education & patient counseling, referrals and follow-ups, evaluates lab results, and provides phone orders.
7. Orders contraceptive methods & medical prescriptive drugs as required and follows *Quality Family Planning Standards* and other *nationally recognized standards of care* for screening, assessing, diagnosing, and treatment.
8. Evaluates clinical staff and works quickly and accurately to ensure volume of patients and clinic flow are smooth and constant with average times spent in exam room so that bottlenecks or problems are not created because the clinician is not processing enough clients within the required time frame.
9. Provides input & in-service for staff development/training. Attends annual conferences and staff meetings/trainings.
10. Follows programmatic guidelines, standards, and rules & regulations for Family Planning Clinics, Primary Health Care, and Women's Health.
11. Respects and guards the confidentiality of all client information and is asked to respond to clinic needs 24 hrs. per day.

QUALIFICATIONS:
The contract clinician should possess the following personal and professional qualifications:

1. Be a **license physician to practice medicine in Texas, a licensed Nurse Practitioner or Physician Asst. in the field of OB/GYN, Family Practice, Women's Health, or other related field.** An adult CPR/AED and First Aid Certificate is required or the ability to get such within 3 months of employment.
2. Should have experience in Family Planning or general health care delivery.
3. Must work quickly, be medically decisive, always work towards improving pace of services and volume of clients being served.
4. Have some knowledge of health care and public administration and be able to work as late as needed to serve all clients.
5. Ability to work with others and express professional courtesy to all patients and staff treating them with the utmost dignity and respect.
6. Must want to work as a team with all clinic staff at all sites to create positive environment with smooth clinic flow and contribute to the reduction of any barriers for service delivery that may be identified.
7. Must carry medical liability/mal-practice insurance and add STFPHC as an "additional insured" or must be able to be added to the STFPHC medical liability insurance. Must always have reliable transportation to travel.
8. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public.

Documentation regarding Hepatitis B will be part of the employee's/contractor's personnel file.

9. Must be committed to the goals of the agency and its programs and encourage the community to utilize services of STFPHC. Programs include Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, Expanded and/or Primary Health Care, TWHP-HTW, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:

The clinician works throughout the week as scheduled (mornings, afternoons, and/or evenings), and is on call 7 days per week as necessary. On contract is paid for 4 hour slots at the clinic. One day may include 3 separate 4 hour slots or 2 separate 4 hour slots.

JOB DESCRIPTION

POSITION TITLE: **CLINIC SERVICES DIRECTOR**
REPORTS TO: **Medical Director and Executive Director**
TYPE OF POSITION: **Administrative/Supervisory Medical** **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:
The Clinical Services Director (CSD)works at, directs, oversees, and supervises all the family planning clinics and staff of South Texas Family Planning as ordered by the Medical Director. The CSD works directly one-on-one with patients, including examinations and treatments. This position includes administrative and operational work. Works directly under and with the Medical Director and Executive Director. This position covers several counties throughout South Texas.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Supervises Clinic Staff, clinical/medical activities, and patient services providing communication linkage between the operational clinic level and the Executive Director. Must be able to travel to all sites. Supervises and evaluates medical healthcare personnel. Enforces policies, protocols, procedures, guidelines, and regulations
2. Provides expertise and consultation in matters relating to general clinic/medical activities and patient services.
3. Assists Medical Director and Asst. Medical Director with the development and implementation of patient care polices.
4. Participates in the planning, implementing, and evaluating of programs, services, & staff, and participates on the Advisory Council.
5. Participates in planning, development, implementation, and evaluation of in-services, other staff training and education programs, with the medical director.
6. Provides guidance, expertise and assistance in the evaluation of the quality and effectiveness of patient services in the Agency Clinics.
7. Provides technical assistance in initiating change in nursing/staff practice and establishes standards of patient care through discussion & demonstration.
8. Updates and Maintains all manuals related to clinical/medical activities annually, and serves on the quality assurance review team.
9. Respects and guards the confidentiality of all client information. Carries/Wears a 24 hr., 7 day per week emergency pager that must be responded to immediately and is responsible for the agency cell phone to handle these emergency calls.
10. Provides Health History & Physical Exams, and records findings in Medical Records.
11. Performs the activities of operational staff occasionally and be familiar with DSHS-HHSC joint standards, FP agency protocols, and NFP program.
12. Does record review of all agency records, client-staff observations, facility reviews, including NFP and evaluate the NFP Services Supervisor.
13. Diagnoses/Prescribes treatment. Tests & Diagnoses pregnancy through lab results & exam as per N.P. Protocols.
14. Educates, counsels, evaluates, assesses patients, does referrals, and follow-ups.
15. Distributes Methods & medical prescriptive drugs, as per Nurse Practitioner Protocols.
16. Serves as otherwise directed by the Executive or Medical Director in an administrative, managerial, or operational manner. Acts as a patient advocate.
17. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC, understanding the community and needs within.
18. Acts in the capacity of QUALITY ASSURANCE Director and directs, schedules, monitors, enforces, and implements activities for which the Quality Assurance Commiitte is responsible with the Medical Director.

QUALIFICATIONS:
The Clinic Services Director should possess the following personal and professional qualifications:

1. Be an **Advanced Nurse Practitioner, Physician Assistant, or Physician** licensed to practice in Texas, with emphasis on OB/GYN, Family Planning, Family Practice, or Women's Health, with at least two years of experience.
2. Be graduated from an accredited school. Have Adult CPR/First Aid Health Care Provider certificate or be able to obtain such within the first 3 months of employment.

3. Must have a valid driver's license & reliable transportation.
4. Prior experience in Federal Projects or Public Health Administration is preferred.
5. Thorough knowledge of the practice of nursing, clinical specialty, including current practice. skill and expertise of administering and supervising medical and clinical services in publicly funded clinic settings.
6. Must possess a high Degree of initiative, resourcefulness, judgment, intelligence and personal integrity, and have good verbal and written communication skills. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
7. Must be able to organize and prioritize workload and meet timelines without constant prompting to do so.
8. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
9. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
10. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
11. Must have a **Community Health Worker/Promotora(o)** certificate and obtain the required continuing education credits to maintain certificate from the state.
12. Must have the **2-1-1 Texas Benefits Navigator** certificate and should get training as a **Certified Application Counselor** to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Saturday, with 8+ hours per day as needed and assigned by Supervisor. Evenings, holidays, early mornings, weekends, and comp. time may be required to accommodate clients and clinic schedules without notice, to help with workload, attend community health fairs, outreach events, etc.

JOB DESCRIPTION

POSITION TITLE: **PHARMACIST IN-CHARGE**
REPORTS TO: **Medical Director and Executive Director**
TYPE OF POSITION: **Contractual Pharmaceutical** **STATUS:** *contract*

GENERAL DESCRIPTION:

The Consultant Pharmacist provides pharmaceutical guidance and direction to the Clinics on the Texas Pharmacy Rules and Regulations for Class D Family Planning Clinics.

ESSENTIAL FUNCTIONS/RESPONSIBILITTIES:

1. Gives the clinic guidance on the Texas Pharmacy Rules & Regulations for Class D Clinics.
2. Provides expertise and guidance on matters relating to medications.
3. Conducts an annual Class D Pharmacy In-Service for all staff and communicates no less than monthly with each Class D clinic.
4. Monitors the Drug Formulary and Library, ensuring there are sufficient approved medications in stock.
5. Releases, labels, inventories medications.
6. Updates/maintains Drug Stability, and serves on the Quality Assurance Committee. Must attend QA meetings.
7. Completes necessary reports and appear at the clinic when called. Provides phone guidance to all STFPHC staff.
8. Respects and guards the confidentiality of all client information. Travels quarterly or more often to all Class D clinic sites and the administrative office.
9. Performs the quarterly site review and completes necessary reports for all Class D clinics under STFPHC at the clinic sites.
10. Makes quarterly on-site visits or more as needed and does other duties as assigned by administrative staff or supervisor.

QUALIFICATIONS:

The consultant pharmacist should possess the following personal and professional qualifications:

1. Be a **Registered Pharmacist licensed to practice in Texas.**
2. Should have at least 1 year of responsible experience in pharmaceutical dispensing and delivery.
3. Must possess a high degree of integrity and be able to work well and communicate with others.
4. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
5. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, HTW, EPHC, PHC, etc.).

WORK HOURS/ATTENDANCE REQUIREMENTS:

The Consultant Pharmacist must be on-call 7 days a week in order to give guidance to staff 24 hours per day.

JOB DESCRIPTION

POSITION TITLE: *EXECUTIVE DIRECTOR*

REPORTS TO: *BOARD OF DIRECTORS*

TYPE OF POSITION: *MANAGERIAL/ADMINISTRATIVE*

STATUS: *EXEMPT*

GENERAL DESCRIPTION:

The Executive Director is the administrative manager and program developer of all the Agency Projects which is hired by the Board of Directors to carry out the affairs of the corporation as they set forth. The executive director is overall responsible for the functions of the corporation and projects. The Executive Director seeks continued funding and searches for new sources of revenue for the agency on an on-going basis. The Executive Director also leads the corporation, directs, employs, terminates, and supervises all personnel.

ESSENTIAL FUNCTION/RESPONSIBILITIES:

1. Directs overall administration, fiscal management, coordination, training, planning and program development of the Agency Projects, including doing strategic plans for the agency.
2. Employs, directs, evaluates, promotes, demotes and/or discharge all other personnel as needed.
3. Supervises all contract negotiations with providers and funding sources.
4. Reviews and authorizes all expenditures and disbursements.
5. Serves as the official spokesperson for the corporation, providing liaison between agency and community organizations.
6. Develops methods of appraising all communities in the region of the existence and projects of the corporation.
7. Implements policies set forth by the Board of Directors. Does Revenue Projections and annual budget.
8. Evaluates and monitors project activities, keeps the Board of Directors informed on matters that affect this agency and matters that require their attention. He/she must understand the goals and priorities of this agency.
9. Writes federal, state, and other grant proposals to seek continuing and new funding for the Agency.
10. Travels to all STFPHC sites, meeting, etc., as necessary. Respects and Guards the confidentiality of all client information.
11. Attends all Board, committee, and other meetings, conferences and seminars where the Executive Director's presence is necessary. Organizes all Board Meeting Materials and agenda.
12. Carries a 24 hour per day, 7 days per week pager or cell phone that must be worn/carried and responded to immediately.

QUALIFICATIONS:

The Executive Director should possess the following personal and professional qualifications:

1. A particular knowledge of the concept of human and public relations, including psychological, social, and cultural differences between people.
2. The ability to work and communicate with the general public, private individuals, or government officials.
3. A high degree of integrity, resourcefulness, imagination, judgment, initiative, and personal integrity. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
4. Practical knowledge of administrative and office procedures.
5. Practical knowledge of governmental structure at local, state, and federal levels.
6. A valid driver's license and reliable transportation is required.
7. A Master's Degree in Public or Business Administration or related field with progressively responsible experience in the direction of professional and clerical staff, preferably in the public service programs addressed to the needs of a large target population, and 5+ yrs of experience in a non-profit or public organization.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

Up to 40+ hours work week, Monday - Sunday, with flexible 8-10 hours per day between 7am - 8pm. Weekends, holidays, early mornings, late evenings are occasionally required, with very little notice to attend community events, outreach activities organized by STFPHC, health fairs and other events organized by others, etc.

JOB DESCRIPTION

POSITION TITLE: **EDUCATIONAL DIRECTOR**
REPORTS TO: **Executive Director and Medical Director**
TYPE OF POSITION: **Supervisory/Educational** **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:
The Educational Director oversees the health education project and supervises any community service volunteers. He/She provides informational presentations regarding physical health development and human sexuality/reproductive growth to community groups, and represents the agency at all levels. The Educational Director conducts presentations throughout a large area that covers 19 counties throughout South Texas.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:
1. Supervises and monitors the Health Education Services Project for the agency.
2. Assists in evaluating the entire scope of services by compiling and reporting outcomes and offers immediate support/direction to agency staff.
3. Conducts the annual training needs assessment for the entire agency, develops, implements, and maintains the yearly staff development plan, and coordinates/communicates the plan with appropriate staff in a timely manner, including producing the quarterly events calendar for staff.
4. Provides information and/or education to interested individuals or groups about reproductive health, human growth and development, as well as other information as may be available in regard to other physical, social, emotional, or related problems which affect young people. Solicits Presentations.
5. Maintains and updates educational materials in both English and Spanish for all STFPHC sites.
6. Keeps continuously educated, informed, and current on the many topics & issues that affect/problem young people.
7. Organizes and works with the Coastal Bend Project Advisory Council and the Family Planning Project Advisory Council on a Quarterly Basis.
8. Oversees and ensures the informational and educational component guidelines are adequately met by agency's I & E or Advisory Councils/committees.
9. Works with the community and represent the Agency positively at all levels.
10. Attends staff meetings, plan, train, and coordinate in-services as directed.
11. Plans, organizes, prepares and conducts specially tailored presentations upon invitation, in accordance with the needs of the group, etc., which affect teenage pregnancy rates or the understanding/awareness of STD's, including participation and organization at and of community health fairs, outreach events, educational events, etc.
12. Prepares internal and external reports as assigned and weekly/monthly data, by deadlines that are verbally or otherwise stated, and must be able to work an extremely flexible schedule, including evenings, early mornings, weekends, and holidays to accommodate needs of groups, etc.
13. Serves as otherwise required by the Executive Director, including carrying/wearing a 24 hr. per day, 7 days per week pager that must be responded to immediately.
14. Searches for and applies for small and large grants to generate revenue to maintain the financial integrity of the organization.
15. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC.

QUALIFICATIONS:
1. Graduation from an accredited College/University with a Master's Degree in education, psychology communications, sociology, health education, or related field.
2. Two years of experience and knowledge, gained formally or informally may be substituted for each year of academic requirements if, in the opinion of the Executive Director, a candidate for the position is otherwise qualified.
3. A practical knowledge of human and public relations. Must be able to communicate effectively in written and oral form, and must be able to work well with others.
4. Should have at least one year of supervisory and administrative experience. Ability to organize, prioritize, and schedule effective presentations, and administrative reports.
5. Must have a valid driver's license and reliable transportation. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
6. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills, interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community

programs available to help low income, uninsured, and under insured populations.

7. Must have a Community Health Worker/Promotora(o) certificate and obtain the required continuing education credits to maintain their certificate from the state.
8. Must have the 2-1-1 Texas Benefits Navigator certificate and should get training as a Certified Application Counselor to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

This position is *concurrently held* with the Asst. Executive Director position. 1 employee works both positions for the organization. The hours worked by the Educational Director are about 25+ hours work week, Monday - Sunday, with flexible 8 hour per day between 7am - 8pm. The Educational Director working hours frequently vary and may include evenings (after 8 pm), weekends, early mornings, holidays, to accommodate community groups or workload, along with outreach activities/events and health fairs.

JOB DESCRIPTION

POSITION TITLE: *FISCAL SERVICES DIRECTOR*

REPORTS TO: *EXECUTIVE DIRECTOR & BOARD TREASURER*

TYPE OF POSITION: *ACCOUNTING/MANAGERIAL*
STATUS: *EXEMPT*

GENERAL DESCRIPTION:
The Fiscal Services Director is the director of financial matters for the Agency, along with the Executive Director. This individual monitors and supervises the accounting/auditing compliance's, along with the Executive Director. The position also requires supervision, and direction of other personnel.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Maintains a sound accounting double entry system, as required by the G.A.A.P. Supervises the bookkeeping department to ensure all record keeping and bookkeeping practices are sound and correctly inputted into the computerized accounting systems.
2. Records, summarizes, and reports all financial activity to the executive director and board of directors at regular meetings.
3. Prepares and maintains the corporation's books for financial integrity. Prepares weekly, monthly, quarterly, and annual reports including 1099's, Balance Sheets, Income & Expenditures Statements, depreciation schedules, fixed assets schedule, employee W-2's, contractor 1099's, reconciles assets annually, along with any other schedules/reports. Must have knowledge and be able to use Quick Books/Excel/Word/Emails efficiently.
4. Sees that all disbursements for expenditures, including contracted services and travel are within guidelines and procedures. Is responsible for all disbursements and proper allocation to proper budgets. Maintains & updates the agency's administration manual and accounting manual.
5. Develops forms and reports necessary for good management of financial administration and monitors for all checks & balances within the system. Meets with internal & external auditors during financial & qualitative audits. Responds to findings, recommendations, etc. Constantly analyzes budget for projected expenditures vs. actual expenditures.
6. Provides guidance to STFPHC projects regarding fees, collecting procedures, deposits, and billing to the various funding sources. Develops the agency's sliding fee scales and discount schedules to be commensurate with federal poverty levels annually or as required.
7. Assists in the development of good administration records and procedures. (IE - personnel records, voucher filling system, prepares financial activity procedures, etc.)
8. Handles and controls bank funds, fiscal and data reporting required for the agency. Respects and guards confidentiality of all client information.
9. Controls purchasing and property inventory. Helps in developing the annual budget and subsequent budget revisions. Prepares payroll worksheets, payroll liabilities, orders journal entries, researches information on accounting practices or payroll/administrative laws when necessary. Allocates all revenues, develops line item recommendations and categorical revenue/expenditure recommendations. Must adhere to all acceptable accounting practices, local/state/federal contracts in regards to fund allocation & use, have knowledge of in-kind revenues, OMB circular A-133, Uniform Grants Management Standards, and Single Auditing Acts.
10. Conducts basic orientation for new employees on travel reimbursement, time procedures, FLSA compliances, and labor board standards, etc.
11. Reviews and Updates the organizations Cost Allocation Plan on an annual basis to ensure acceptable methods to allocate costs are used and that the CAP outlines the methods used.
12. Supervises Secretarial/Computer/Bookkeeping staff/Administrative CHW employees. Serves as an assistant to the Executive Dir. & Asst. Dir. Carries out other administrative, managerial, or operational duties as assigned, including a rotating 24/7 beeper when necessary. Assists and supports all staff and programs with outreach/community events, health fairs, etc.

QUALIFICATIONS:
The Fiscal Services Director should possess the following personal and professional qualifications:

1. At least 4 to 5 years of experience in private accounting or governmental accounting, and a Bachelor's Degree in Business Administration with major in accounting, finance, or a related field. Some supervisory experience is preferred.
2. Reasonable knowledge of internal control and principles of fund accounting.
3. Ability to understand, implement, and improve our accounting systems.
4. A fair degree of analytical skills, resourcefulness, initiative, judgment, intelligence, and personal integrity.
5. Ability to communicate and get along with other personnel.
6. Ability to provide Administrative and Managerial guidance to effectively and efficiently run the organization.

7. Must pass a criminal background check.
8. Must have a valid driver's license, always have reliable transportation, and be able to travel when asked all over Texas.
9. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Sunday, with flexible 8 hours per day between 7am - 8pm. Weekends, holidays, early mornings, late evenings, are occasionally required, with very little notice, to provide support at outreach events and health fairs.

JOB DESCRIPTION

TITLE: **HEALTH INFO./LEGAL & BILLING DIR./OUTREACH SPECIALIST**
REPORTS TO: **Executive Director and Fiscal Services Director**
TYPE OF POSITION: **Financial/Administrative** **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:
The HILB-OS Director of the agency oversees health information management systems, the billing & reimbursement services, and provides legal research and paralegal services for all agency matters and programs. This individual supervises and directs other personnel and is responsible for the accuracy and validity of all data that is reported to outside entities (board of directors, local, state, and federal authorities, etc.) as part of contractual compliance so that goals and objectives for grants and projects are consistently and continuously monitored. The HILB-OS Director works at the Administrative Office, under pressure, in a fast-paced environment and communicates with many 3rd party insurance companies and other entities that have relationships with STFPHC or that have the potential of having relationships with STFPHC.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Utilizes all agency software programs to extrapolate data for management analysis and submission to outside entities (local, federal, state, etc.) routinely and non-routinely as requested.
2. Develops and maintains internal systems to ensure consistency, accuracy, and validity for all data and reports produced and provided to management for submission to outside entities.
3. Enters data into agency software and billing systems for all the programs that the agency administers. Handles billing/reimbursement denials for all programs and insurances and files claim appeals to insurance companies, billing vendors, state programs, etc., such as: Traditional Medicaid, TWHP, HMO/PPO insurances, private insurance, and all state/federal fee-for-service programs that the agency administers. This includes receipt, verification, and processing of all claims (CMS 1500's, 2025, and UB04's, etc.) as received from third-party contractors/vendors, etc., in compliance with the agency's policies and fee schedules
4. Oversees the maintenance and creation of client files related to billing & data for the agency programs, including but not limited to BCCS, Family Planning, HTW, PHC, HIV, TIPP, X, XIX, TWHP-HTW, HMO's, private insurance, etc.
5. Oversees the BCCS and Case Management eligibility phone lines, screening and scheduling of clients that need case management, maintaining balances for fee-for-service programs to ensure they are not exceeded beyond the point of expected reimbursement.
6. Utilizes and knows Ahlers, PracticeSuite, MED-IT, ImmTrac, TMHP, Medicare billing system, insurance programs to
7. Analyzes and submits weekly R&S reports (or other reimbursement reports) to management for all agency programs.
8. Maintains systems, procedures, and order in the health information and billing department to ensure the maximization of reimbursement under all programs and for all fee-for-service claims filed.
9. Oversees and validates data submitted for reports to outside entities, entries for billing, coding, and reimbursement, client statement purpose, patient visits, agency statistics, etc., and the required transmission of data to outside entities.
10. Processes routine and non-routine data information requests and organizes & prioritizes workload to meet all billing deadlines/timelines for claim filing, billing, appealing, reporting, etc. Establishes systems for the functional processing and replicating of workload.
11. Keeps current on, notifies and recommends changes to the executive director, regarding billing/coding/reimbursement, etc., for health information and billing requirements.
12. Attends trainings, conferences, seminars, workshops to maintain skills and ensure procedures and systems are within expected governmental rules and expected requirements.
13. Updates and changes systems, procedures, billing practices, health information data reports, etc., as authorized, to be in line with expected governmental contracts and agency standards.
14. Designs and develops forms, creates pertinent schedules, and trains newly hired billing staff at the administrative office.
15. Travels, in town and out-of-town/state, as necessary and/or assigned by Supervisor and Guards and Protects patient confidentiality at all times based on HIPPA, privacy act, and other confidentiality laws, rules, regulations, policies, guidelines, etc.
16. Maintains, records, summarizes, extrapolates, and produces data & reports to supervisors, staff, executive director, and others, as needed, regarding billing/reimbursement/goals & objectives, services provided, etc.
17. Receives, reviews, and has the authority to respond to requests for medical records, from various third-party requestors, including but not limited to insurance companies, state agencies, and law enforcement entities.
18. Prepares internal and external reports as assigned and weekly/monthly data, by deadlines that are verbally or otherwise stated, and must be able to work an extremely flexible schedule, including evenings, early mornings, weekends, and holidays to accommodate needs of the agency.
19. Participates as an active member on the "Quality Assurance Committee" for the agency. Attends health fairs and other events as requested. Sits on advisory councils and other community/state boards & committees related to the services that STFPHC provides.
20. Communicates with and contacts other vendors, doctors, insurers, organizations, hospitals, etc., as needed to keep valid contracts in place for agency programs.
21. Assists in the development of good administrative records practices, agency standards, and procedures. (IE – billing procedures, collection procedures, medical record procedures and programs, etc.)
22. Carries out other related administrative, operational, direct service delivery duties and activities as may be assigned by

supervisor, executive director, or other project personnel.

23. Gathers, analyzes, researches data, such as statutes, judicial and administrative law decisions, legal articles, codes, and other documents which pertain to STFPHC and the programs that STFPHC administers and delivers to the public.
24. Keeps current and up-to-date with all local, state, and federal employment laws (such as overtime, compensatory time, termination, unemployment, disciplinary practices, leave of absence situations, etc.) which may affect the agency and its employees. Reports and recommends changes to the executive director when changes to HR laws and personnel rules will or may affect the agency.
25. Participates in community outreach events, health fairs, events that promote the organization and services provided, and Performs Community Health Worker/Promotor(a) activities for STFPHC.

QUALIFICATIONS:

The Health Information/Legal & Billing Director-Outreach Specialist must possess the following personal and professional qualifications:

1. Ability to work well with others staff, listen and follow directions without constant prompting or monitoring, and communicate messages clearly.
2. Must possess knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules.
3. Must be able to type, utilize various programs for billing, know how to use excel, word, works, and be highly organized and deadline oriented.
4. Must have a **paralegal certificate** to assist in legal research and matters; a **CPT-ICD 10 Advanced Coding Certificate** for billing & reimbursement, a **Professional Biller Certificate** from AAPC, a **Community Health Worker/Promotor(a) certificate,** and a **Bachelor's Degree in Science or related field,** along with at least 5 years of experience in billing, health administration, and employee supervision.
5. Have practical knowledge, exercise good judgment and initiative.
6. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, Expanded Primary Health Care, Primary Health Care, TWHP-HTW, etc.).
7. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
8. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
9. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain their certificate from the state.
10. Must have the 2-1-1 Texas Benefits Navigator certificate and should get training as a Certified Application Counselor to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Sunday, with flexible 8-12 hours per day primarily between 7am -8pm, with prior approval of schedule from the Supervisor. Late evenings, holidays, early mornings, and weekends are required, without much notice for outreach events and health fairs.

JOB DESCRIPTION

POSITION TITLE: **BILLING DEPARTMENT COORDINATOR and OUTREACH SPECIALIST**
REPORTS TO: **Health Information/Legal & Billing Director-OS & Executive Director**
TYPE OF POSITION: **Financial/Administrative** **STATUS:** *NON-EXEMPT*

GENERAL DESCRIPTION:
The BDC-OS provides administrative, clerical, and financial support to all persons at the Administrative Office and projects of STFPHC. The BDC-OS works at the Administrative Office. The individual assists in billing the state for services rendered, handling denied claims, appealing claims, reconciling funds, reconciling HMO claims, investigating rules/regulations that apply to the agency, entering patient bills, and pulling/developing reports for the financial director and/or executive director. The BDC-OS must be highly organized, complete all work assigned, be deadline oriented, and maximize the revenues of the agency. The BDC-OS must be able to work as a team with the HILBD-OS. May be asked to travel occasionally and may provide support to the clinics and conduct financial assistance in auditing when needed.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Uses all agency software programs to develop reports, pull reports, tabulate data, record pertinent billing reimbursement information, and much more.
2. Handles agency's Traditional Medicaid, TWHP-HTW, and HMO claims, denials, appeals.
3. Accesses Internet, e-mail, computers, fax machine, copy machine, as necessary.
4. Utilizes Ahlers FP, Ahlers BCCS, and TWICES systems to enter data, bills, claims, pull data and reports.
5. Contacts TMHP, HMO's, and others, acting as the liaison for the agency on matters related to the appropriately and accurate paying of claims to the agency after services have been rendered.
6. Immediately prioritizes MBCC cases to move those clients thru the system.
7. Assist with financial, bookkeeping, administrative, and other duties within the main office.
8. Processes routine information and organizes/prioritizes workload to meet all billing deadlines/timelines and establishes systems for the functional processing and replicating of workload.
9. Supervise volunteers and other employees at the administrative office as assigned.
10. Does data entry for billing, reimbursement, and statement purposes, patient visits, and agency statistics, including the transmission of information to the state and other entities for reimbursement.
11. Designs forms, does schedules, and training of new billing staff at the administrative office. Travels as necessary and/or assigned by Supervisor, and may occasionally work at the Family Planning Clinic to assist staff.
12. Carries out other related administrative and operational duties as may be assigned by supervisor, executive director, or other project personnel, including cleaning the office, answering phones, etc.
13. Guards and respects the confidentiality of all client and agency information.
14. Gathers, analyzes, researches data, such as statutes, decisions, and legal articles, codes, and documents which pertain to Family Planning, Women's Health, Breast and Cervical Cancer, Men's Health, Natural Family Planning, and other programs.
15. Keeps current with all requirements and laws in regards obtaining and spending grant funds and title monies received from both federal and state entities for services to indigent and low income patients.
16. Notifies supervisor/executive director of any changes in EOB/billing/coding/reimbursement regarding women's health, family planning, breast and cervical cancer health, care of indigent, low income and minor persons in the form of written report.
17. Keeps current with all trainings, updates, changes, and implementations made by USDSHHS and Texas DSHS/HHSC, etc., in accordance with all funds and revenues obtained and used by the agency.
18. Keeps current and up to date with all federal and state employment laws (such as overtime, comp time, termination, unemployment, etc.) which may affect the agency and its employees and makes a written report to the executive director when such changes occur.
19. Handles and completes "incomplete visits" lists for all sites, closes out CVR's, reconciles Titles X, XX, XIX, HMO, private insurance, EPHC/PHC,, and any other funding source and R & S reports needed, and researches/verifies client's insurance status for public programs prior to billing capped funding sources.
20. Posts claims and payments, verifies billing received, corrects all claims on a weekly basis.
21. Reconciles & approves BCCS 1500 and 1450 forms for payment within the financial system that stamps
22. Corrects CDD pending labs, invoices, and maximizes the agency's uncapped revenues by effectively and efficiently billing, correcting, appealing, and investigating claims from all revenue sources as required.
23. Provides appointments and eligibility screenings for the Breast & Cervical Cancer Program for case management.

24. Participates in community outreach activities, health fairs, and other events where STFPHC services are delivered and promoted in the community and performs CHW/Promotora(o) activities for STFPHC
25. Coordinate and manage schedules for staff of the billing department, including reviewing and approving timesheets for department staff.
26. Coordinates and manages tasks, duties, deadlines, projects for billing department staff, including training and oversight of new departmental staff.
27. Receives, reviews and coordinates with HILBD-OS on all leave requests for department staff.
28. Coordinates and organizes off-site events, as needed, including scheduling department staff for immunization events.
29. Assigns tasks, duties, projects to department staff with complete follow up to ensure all deadlines and project goals are met.
30. Manages immunization related duties, including but not limited to monthly reports, coordinating and communicating with regional contacts as required, ordering supply of required items and vaccines, etc.
31. May be delegated the authority to administered immunization vaccines by the Medical Director thru Standing Delegation Orders.

QUALIFICATIONS:

The Billing, Reimbursement, and Outreach Specialist must possess the flowing personal and professional qualifications:

1. Ability to work well with others staff, listen and follow directions without constant prompting or monitoring, and communicate messages clearly.
2. Must possess knowledge of understanding basic clinic functions and billing issues and know how to communicate those issues to supervisor and other employees clearly.
3. Must be able to type, utilize various programs for billing, know how to use excel, word, works, and be highly organized and deadline oriented.
4. Must have at least a high school diploma and be in college to gain a higher level education. An Associate Degree is preferred along with college experience in nursing or medicine.
5. Must be able to work as a team with all clinics and staff in order to improve functions and follow strict and complete directions by the supervisor.
6. Have practical knowledge, use good judgment and exercise initiative, and be able to work accurately, fast, and under pressure.
7. Must have a Valid Drivers License or ID and reliable transportation. Must be committed to the goals of the agency including BCCS, male involvement, healthy weight, natural family planning, EPHC, PHC, TWHP-HTW, etc.
8. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations
9. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
10. Must have a Community Health Worker/Promotora(o) certificate and obtain the required continuing education credits to maintain their certificate from the state.
11. Must have the 2-1-1 Texas Benefits Navigator certificate and should get training as a Certified Application Counselor to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

Up 40 hour work week, Monday - Sunday, with schedule between 7am -7pm, with prior approval of schedule from the Supervisor. Evenings, longer hours than scheduled – Over Time, holidays, early mornings, and weekends are occasionally required, without much notice, to attend community outreach events/health fairs, and other events to promote STFPHC, etc.

JOB DESCRIPTION

TITLE: **BILLING ASSISTANT**
REPORTS TO: **Health Information/Legal & Billing Director and the Billing & Reimbursement Specialist**
TYPE OF POSITION: **Financial/Administrative** **STATUS:** *NON-EXEMPT*

GENERAL DESCRIPTION:
The BA provides administrative, clerical, and financial support to all persons at the Administrative Office and projects of STFPHC. The BA works at the Administrative Office. The individual assists in billing the state for services rendered, handling denied claims, appealing claims, reconciling funds, reconciling HMO claims, investigating rules/regulations that apply to the agency, entering patient bills, and pulling/developing reports for the financial director and/or executive director. The BRA must be highly organized, complete all work assigned, be deadline oriented, and maximize the revenues of the agency. The BRA must be able to work as a team with the BRS/LR. May be asked to travel occasionally and may provide support to the clinics and conduct financial assistance in auditing when needed. Works in a high stress, fast-paced, highly structured, and demanding environment.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:
1. Uses all agency software programs to develop reports, pull reports, tabulate data, record pertinent BR/LR information, and much more.
2. Handles agency's Traditional Medicaid, WHP, and HMO claims, denials, appeals.
3. Accesses Internet, e-mail, computers, fax machine, copy machine, as necessary.
4. Utilizes Ahlers FP, Ahlers BCCS, HTW, PHC, TWHP-HTW, etc., systems to enter data, bills, claims, pull data and reports.
5. Contacts TMHP, HMO's, and others, acting as the liaison for the agency on matters related to the appropriately and accurate paying of claims to the agency after services have been rendered.
6. Immediately prioritizes MBCC cases to move those clients thru the system. Answers telephones/voice-mails, makes appointments, process mail, files, organizes, cleans, and works in janitorial, clerical, secretarial, and other capacities as requested when requested.
7. Assist with financial, bookkeeping, administrative, and other duties within the main office.
8. Processes routine information and organizes/prioritizes workload to meet all billing deadlines/timelines and establishes systems for the functional processing and replicating of workload
9. Does data entry for billing, reimbursement, and statement purposes, patient visits, and agency statistics, including the transmission of information to the state and other entities for reimbursement for all programs and all projects of STFPHC.
10. Designs forms, does schedules, and training of new billing staff at the administrative office. Travels as necessary and/or assigned by Supervisor, and may occasionally work at the Family Planning Clinic to assist staff.
11. Carries out other related administrative and operational duties as may be assigned by supervisor, executive director, or other project personnel, including cleaning the office, answering phones, etc.
12. Guards and respects the confidentiality of all client and agency information.
13. Gathers, analyzes, researches data, such as statutes, decisions, and legal articles, codes, and documents which pertain to Family Planning, Women's Health, Breast and Cervical Cancer, Men's Health, Natural Family Planning, HTW, PHC, and other programs.
14. Keeps current with all requirements and laws in regards obtaining and spending grant funds and title monies received from both federal and state entities for services to indigent and low income patients.
15. Notifies supervisor/executive director of any changes in EOB/billing/coding/reimbursement regarding women's health, family planning, breast and cervical cancer health, care of indigent, low income and minor persons in the form of written report.
16. Keeps current with all trainings, updates, changes, and implementations made by USDSHHS and Texas DSHS/HHSC, etc., in accordance with all funds and revenues obtained and used by the agency.
17. Keeps current and up to date with all federal and state employment laws (such as overtime, comp time, termination, unemployment, etc.) which may affect the agency and its employees and makes a written report to the executive director when such changes occur.
18. Handles and completes "incomplete visits" lists for all sites, closes out CVR's, reconciles Titles X, XX, XIX, HMO, and any other R & S reports needed, and researches/verifies client's insurance status for public programs prior to billing capped funding sources.
19. Posts claims and payments, verifies billing received, corrects all claims on a weekly basis.
20. Assists with reconciling BCCS 1500 and 1450 forms for payment within the financial system. Appropriately bills and codes, including ICD-10
21. Assists with Correcting CDD pending labs, invoices, and maximizes the agency's uncapped revenues by effectively and efficiently billing, correcting, appealing, and investigating claims from all revenue sources as required.

QUALIFICATIONS:
The Billing Assistant must possess the flowing personal and professional qualifications:
1. Ability to work well with others staff, listen, follow directions without constant prompting/monitoring, & communicate messages clearly.
2. Must pass **"Biller of State Programs" on-site / OJT test** within 6 months of employment
3. Must possess knowledge of understanding basic clinic functions and billing issues and know how to communicate those issues to supervisor and other employees clearly.
4. Must be able to type, utilize various programs for billing, know how to use excel, word, works, and be highly organized

and deadline oriented.

5. Must have at least a **high school diploma and be in college to gain a higher level education.** An Associate's degree is preferred along with college experience in nursing or medicine.
6. Must be able to work as a team with all clinics and staff in order to improve functions and follow strict and complete directions by the supervisor.
7. Have practical knowledge, use good judgment and exercise initiative, along with having good communication skills and must also be able to work accurately, fast, and under pressure.
8. Must have a Valid Driver's License and reliable transportation.
9. Must be committed to the goals of the agency including BCCS, male involvement, healthy weight, natural family planning, family planning, EPHC, PHC, TWHP-HTW, etc.
10. Must be able and willing to become CHW certified, 2-1-1 Navigator Certified, and become an ACA certified application counselor within 24 months of employment.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Sunday, with schedule between 7am -7pm, with prior approval of schedule from the Supervisor. Evenings, longer hours than scheduled, holidays, early mornings, and weekends are occasionally required, without much notice to accommodate clinic schedules, clients, health fairs, community events, outreach events, etc.

JOB DESCRIPTION

POSITION TITLE: ASSISTANT CLINIC SERVICES SUPERVIOSR
REPORTS TO: Clinic Services Director and Executive Director
TYPE OF POSITION: Supervisor/Health Care Worker **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:
The Asst. Clinic Services Supvr. (ACSS) organizes, controls, and maintains the Family Planning Clinic Site(s) which they oversee and assists the Clinic Services Director, RN, FNP in Clinical matters. The ACSS directly assists to oversee the Clinic Coordinators and FP Clinics, scheduling, helping to train, assisting the directors to evaluate and assisting to direct employees.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:
1. Oversees daily operations of all six medical clinics and services offered, traveling as necessary to sites, etc. Must know, understand, and enforce rules, regulations, protocols, guidelines, policies, standards, and procedures.
2. Provides counseling/education to patients, including distribution of prescribed methods as instructed by clinician and pharmacist and should be able to do intake pt. history, performs laboratory screens such as blood pressure, height, weight, pregnancy test, BMI, urinalysis, HIV, on hematocrit/hemoglobin, venipunctures, testing for glucose, cholesterol, TSH, body temperature, A1c, HCV, etc., and assist the clinician in the exam room, as per physician's standing orders. Is required to review medical/billing documentation of staff, along with the Clinic Services Director, and do documentation in records as well. May be delegated the authority to administer IM and Sub-Q injections by a physician thru standing orders after training and doctor's certification.
3. Assists with first level of patient complaints, coordinates staff scheduling during vacations and absences at all FP clinic sites, assists the clinicians and Medical Director to update all manuals, works with them to coordinate PCRC's and Staff Trainings, answers day to day questions about FP services first and directs communication up from there, attempts to resolve problems at sites as they occur as a first step, administers, collects, and summarizes client surveys, ensures standards and polices are being followed.
4. Assists in directing the performance of others, and directly supervises clinic coordinators. Handles training, disciplining, and evaluating of Clinics Coord. and others, including volunteers that work at the clinic. Coordinates clinics and patient scheduling along with the scheduling of all clinic staff and must do & understand pt. billing/eligibility screening.
5. Helps to coordinates the Advisory Council Meetings to ensure appropriate members attend and works with Ex-Oficio's to send out notices, agendas, etc. Helps to prepares administrative and programmatic reports as required and communicates with the Executive Director on matters needing his/her attention occasionally. Communicates with the Medical Director and CSD occasionally also.
6. Updates and keeps current on all program information on a routine basis. Respects and Guards the confidentiality of Conducts staff meetings to communicate information on a routine basis and Approves/Disapproves of employee leave request, and compensatory time requests. Ensures completion of all CVR's/PS charts for both FP, HTW, and BCCS and data submission of all reports as required for appropriate data and billing from all clinic sites. Helps as needed to download electronic lab results for clinicians and to scan in non-electronic results for clinicians timely.
7. Follows-up on all delegated clinic staff duties, along with documenting, reporting, and submitting any problematic situations that may happen at the clinic. Carries/wears a 24 hr. per day, 7 days per week pager that must be responded to immediately.
8. Works as otherwise required by the Executive Director, Medical Director, or supervisor.
9. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC, understanding the community and needs within.
10. Utilizes and Enters data in agency programs – email, MS office software, electronic health records system, Ahlers, ImmTrac, Med-IT, Hospital System, Quest, CDD, medical record scanning software, etc
11. Works with clinic coordinators to coordinates clinics, outreach, and pt. scheduling along with the scheduling of all clinic staff. Must know how to do eligibility screening, make referrals, case management, follow-ups, intake, pre and post counseling, bill for services rendered, keep up with all required laboratory logs & procedures, AM and PM opening and closing procedures, end of week procedures, end of month procedures, etc., and understand agency's sliding fee scale for FP, and different eligibility procedures & requirements for the various agency grant funding sources/programs.

QUALIFICATIONS:
The Asst. Clinic Services Supervisor should possess the following personal and professional qualifications:

1. Be experienced in STFPHC clinics no less than 7 years and have CPR/AED and First Aid certificate or the ability to obtain such certificate within 3 months of employment is required.
2. Must posses supervisory, administrative, and communication skills. Should treat every patient with courtesy and respect. Should be able to organize workload and patient load, prioritize work, and make sound judgment calls on all clinical aspects within the framework of the governing guidelines & agency standards.
3. Must have some experience in STFPHC Family Planning Clinics or Health related clinics.
4. Must have a valid driver's license and reliable transportation.
5. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
6. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
7. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
8. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
9. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain certificate from the state.
10. Must have the **2-1-1 Texas Benefits Navigator certificate** and should get training as a **Certified Application Counselor** to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Saturday, 8-12 hrs. per day schedule, as assigned by supervisor. Evenings, weekends, early mornings, holidays, and comp. time are occasionally required to accommodate patients and clinic schedules, without notice, to keep up with workload, attend community outreach activities, health fairs, events, etc.

JOB DESCRIPTION

POSITION TITLE: *CLINIC COORDINATOR*

REPORTS TO: *CLINIC SVC. ADM. ASST. and CLINIC SERVICES DIRECTOR*

TYPE OF POSITION: *MANAGER/HEALTH WORKER*

STATUS: *EXEMPT*

GENERAL DESCRIPTION:

The clinic coordinator organizes, controls, and maintains the Family Planning Clinic Site and all services provided at that site for which they coordinate and also assist the Clinic Services Director and Clinic Svcs. Adm. Asst. in clinical matters. The coordinator directly supervises Family Planning Specialists and BCCS specialist and anyone else that works at the clinic. He/She participates in interviewing, training, scheduling, recommending, and assisting the Clinic. He/She evaluates employees along with the Clinic Services Director and controls the daily flow and services provided at the clinics.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES

1. Oversees routine operations of the clinic and services offered, traveling as necessary to satellite sites, etc. Must know, understand, and enforce all rules, regulations, protocols, guidelines, policies, standards, and procedures.
2. Provides counseling/education to patients, including distribution of prescribed methods as instructed by clinician and pharmacist and should be able to do intake pt. history, performs laboratory screens such as blood pressure, height, weight, pregnancy test, BMI, urinalysis, HIV, on hematocrit/hemoglobin, venipunctures, testing for glucose, cholesterol, TSH, body temperature, A1c, HCV, etc., and assist the clinician in the exam room, as per physician's standing orders. Is required do & review medical/billing documentation of staff, along with the Clinic Services Director, and document in records as well. Must be delegated the authority to administer IM and Sub-Q injections by the medical director as per standing orders after training and certification by Med. Director.
3. Acts as the first level of patient complaints and is responsible for billing, data reporting, clinic inventory/supplies & equipment, Directs the performance of others thru supervision. Handles training, disciplining, and evaluating of FP & BCCS Specialists and others, including volunteers that work at the clinic, along with the Clinic Services Director.
4. Coordinates clinics, outreach, and pt. scheduling along with the scheduling of all clinic staff. Must know how to do eligibility screening, make referrals, case management, follow-ups, intake, pre and post counseling, bill for services rendered, keep up with all required laboratory logs & procedures, AM and PM opening and closing procedures, end of week procedures, end of month procedures, etc., and understand agency's sliding fee scale for FP, and different eligibility procedures & requirements for the various agency grant funding sources/programs.
5. Participates in soliciting members for I & E (advisory councils) and attends the council meetings semi-annually. Prepares minutes, coordinates outreach efforts for clinic to achieve user goals, and does administrative & programmatic reports.
6. Updates and keeps current on all program information on a routine basis. Respects and Guards the confidentiality of all client information. Completes all CVR's/PS charts for both FP, HTW, and BCCS and submits all reports as required for appropriate data and billing. Downloads electronic lab results for clinicians and scans in non-electronic results for clinicians timely.
7. Conducts staff meetings to communicate information on a routine basis and Approves/Disapproves of employee leave request and recommends overtime time requests. Supervises other employees.
8. Utilizes and Enters data in agency programs – email, MS office software, electronic health records system, Ahlers, ImmTrac, Med-IT, Hospital System, Quest, CDD, medical record scanning software, etc.
9. Follows up on all delegated clinic staff duties, along with documenting, reporting, communicating, and submitting any problematic situations that may happen at the clinic which the Executive Director or supervisors need to know and works as otherwise required by the Executive Director or any supervisors of the agency.
10. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC, understanding the community and needs within.

QUALIFICATIONS:

The clinic coordinator should possess the following personal and professional qualifications:

1. Must be a **high school graduate or equivalent or have a CMA/CNA certificate,** and have or be able to obtain an adult CPR/AED and First Aid certificate within 12 months of employment. Higher level education is preferred along with experience.

2. Must posses supervisory, administrative, and communication skills. Should treat every patient with courtesy and respect. Should be able to organize workload and patient load, prioritize work, and make sound judgment calls on all clinical aspects within the framework of the governing guidelines & agency standards.

3. Three years prior experience in a Family Planning Clinic or Public Health related clinic management is preferred.

4. Must have a valid driver's license and reliable transportation. Every year in College may be substituted for 1 year of experience.

5. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.

6. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).

7. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations\

8. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.

9. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain their certificate from the state.

10. Must have the **2-1-1 Texas Benefits Navigator certificate** and should get training as a **Certified Application Counselor** to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

40 hour work week, Monday - Saturday, 8-12 hrs. per day schedule, as assigned by supervisor. Evenings, weekends, early mornings, holidays, and comp. time may be required to accommodate pt. and clinic schedules, workload, community events, outreach events, health fairs, etc., without notice.

JOB DESCRIPTION

POSITION TITLE: **Clinic Specialist/Community Health Worker**
REPORTS TO: **Clinic Coordinator and Clinic Services Director, RN**
TYPE OF POSITION: **Health Care Worker/Operational Level** **STATUS:** *NON-EXEMPT*

GENERAL DESCRIPTION:
The Clinic Specialist/Community Health Worker is a health care provider at the Family Planning Clinics of STFPHC. The CS/CHW works with medical records and has direct contact with patients by educating and providing method instruction. The CS/CHW works with patient billing and other clinical activities. Large amounts of paperwork documentation, computer entry, scanning into electronic systems, and routine tasks are conducted by the CS/CHW. Works in a highly structured, fast paced environment, and under pressure. The CS/CHW works under Standing Delegation Orders from the Medical Director.

REPONSIBILITIES:
1. Provides counseling/education to patients, including distribution of prescribed methods/medications as instructed by clinician and Pharmacist, does intake of patient history, eligibility screening, makes client appointments, enters follow-up dates, does problem screening, registration, outreach, referrals, medical record documentation and billing, performs laboratory screens such as blood pressure, height, weight, pregnancy test, BMI, urinalysis, HIV, on hematocrit/hemoglobin, venipunctures, testing for glucose, cholesterol, TSH, body temperature, A1c, HCV, etc., and assist the clinician in the exam room, as per physician's standing orders.

2. Is required enter and review medical, billing, charting, scanned data & documentation for clients seen for accuracy and completeness of all required items which are entered into any and all agency computerized systems prior to passing them up for further review. Utilizes and Enters data in agency programs – email, MS office software, electronic health records system, Ahlers, ImmTrac, Med-IT, Hospital System, Quest, CDD, medical record scanning software, etc.

3. Is required to learn and retain information required to provide accurate education and information to clients that receive services at the clinic and utilize those skills to deliver high quality education and information to clients.

4. Must provide IM and Sub-Q injections. Must be delegated the authority to administer IM and Sub-Q injections by the medical director as per standing orders after training and certification by Medical Director and provide IM and sub-Q injections as requested.

5. Travels as assigned to various locations with little or no notice. Helps maintain and assists with pulling and filing of records, doing patient referrals, tracking system, administrative reports, and must strictly follow agency protocols, procedures, rules, standing delegation orders, policy manuals, regulations, etc..

6. Does patient billing, client eligibility screening using sliding fee scales for various programs, requests and receives supplies, organizes supplies,

7. Participates in health fairs, outreach events, community activities, staff meetings/trainings, leads some trainings, knows the Community and understands needs in the community, and serves as a Community Health Worker/Promotor(a) for STFPHC.

8. Performs other duties as assigned by the Clinics Coordinator or Clinic Services Director. Must utilize all agency software programs. Performs outreach duties to ensure the community utilizes the clinic services and clinics meet client goals, etc

9. Assists at the clinic as needed, and helps keep the clinic clean, sanitized, disinfected, organized, neat, and free of clutter, etc.

10. Respects and guards the confidentiality of all client and agency information, and must perform all tasks as assigned/directed.

QUALIFICATIONS:
The Clinic Specialist/Community Health Worker possess the following personal and professional qualifications:
1. Be a **high school graduate or equivalent or have a CMA/CNA certificate**, and have or be able to obtain an adult CPR/AED and First Aid certificate within 12 months of employment. Higher level education and credentials are

preferred.

2. Must have reliable transportation and Travel, and posses a valid Driver's License.
3. Must be able and willing to learn clinical procedures, and treat all patients with courtesy and respect.
4. Must be organized, be people oriented, have a positive demeanor and outlook, assist the organization in any way possible, and participate to make every day client flow as smoothly and quickly as possible so clients feel comfortable with services.
5. Must be willing to work in a fast paced environment that is highly structured.
6. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public, documentation regarding Hepatitis B will be part of the employees personnel file.
7. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.
8. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
9. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
10. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain their certificate from the state. If hired without CHW certificate, must be able to receive such certification within 15 months of employment.
11. Must have the **2-1-1 Texas Benefits Navigator certificate** and should get training as a **Certified Application Counselor** to help enroll individuals into ACA. If hired without 2-1-1 Navigator certificate, must be able to receive such certification within 15 months of employment.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

40 hours work week, Monday - Saturday, 8-12 hours per day schedule, as assigned by supervisor. Evenings, holidays, early mornings, weekends, and overtime are required on occasion to accommodate patients, special health fairs, workload, and clients schedules, community events, etc., without notice.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Source
STFPHC Famly Planning Annual Report - Ahlers System	2015
Community Health Status Indicators (CHSI) – CDC http://wwwn.cdc.gov/communityhealth	2015
State & County QuickFacts – US Census Bureau https://www.census.gov/quickfacts/quickfacts_feedback.php	2014
County Business Patterns – US Census Bureau/ Texas County Profile Data http://www.txcip.org/tac/census/CountyProfiles.php	2014
Youth Behavior Risk Suveillance – CDC http://www.cdc.gov/healthyyouth/data/yrbs/results.htm	2013
State Office of Rural Health website – map http://www.texasagriculture.gov/Portals/0/forms/ER/Rural-Metro%20Counties.pdf	2012

Part B

1a. The geographic boundaries of the STFPHC Service area bordered by the Rio Grande River in the West and the Gulf of Mexico on the East. The service area extends Northward from the Lower Rio Grande Valley reaching up to Webb County in the Upper Rio Grande Valley and Refugio County in the Coastal Bend. The geography and climate of the region varies from fertile soil and warm climate to the combination of coastal prairie land, sandy loam, and brush with dense growth of wild shrubs. The physical environment is geographically huge. The territory about the same size as the entire state of West Virginia and covers approximately 21,293 square miles. Only 6 of the 19 counties are considered metropolitan areas (Aransas, Cameron, Hidalgo, Nueces, San Patricio, and Webb) while the remaining 14 are designated as rural by State Office of Rural Health. This proposal allows STFPHC to deliver HTW service at six comprehensive clinic sites (*Aransas County* – Rockport, Tx; *Bee County* – Beeville, Tx; *Kleberg County* – Kingsville, Tx; *Nueces County* – Corpus Christi, Tx and *Robstown, Tx*; and *San Patricio County* – Sinton, Tx) and two natural family planning educational sites in (*Hidalgo County* – Weslaco, Tx; and *Webb County* – Laredo, Tx).

1b. According to the STFPHC demographic data in 2015, the population served at STFPHC is made up of 74% Hispanics, 22% Whites, 3% Blacks; and 1% Other (American Indian, Asian, Multi-Race). Of the total 15,941 unduplicated persons served in that same time period, 22% (3,534) were males and 88% (12,407) were females. 17% of the population served by STFPHC were under age 18; 11% were aged 18-19; 48% were aged 20-34; 13% were aged 35-44; and 11% were over 44 years old. The median age of the clinical service area is 36. The majority of the unduplicated users served (96%) fell at or below 150% FPL, with only 2% falling between 151% - 200% FPL; and another 2% at 201% FPL or above. The educational attainment of the STFPHC population served was far below the state wide averages. The percentage of persons with no high school diploma ranged from a low of 13.6% in Aransas county to a high of 29.4% in Bee county, with only an average of 84.86% of the high school students graduating on time. The percentage of persons aged 25 years or older with bachelor degree ranged from a low of 8.9% to a high of 24.4%.

1c. Socio-economic data regarding average per capita income throughout the STFPHC service area is $22,052 or $424.08/week, which is far below the state wide average. The average unemployment rate is at 5.9% which is higher than the state average. The rate of all persons living in poverty ranges from 16.5% in San Patricio county to 27.5% in Aransas county and the average rate for children living below poverty was 30.1%. Both rates are higher than the state averages. About 30% of the population was uninsured. The occupations throughout the region consist of farming, cattle ranching, oil production and processing (refineries), ports (shipping), agriculture, agri-business, retail & wholesale, food and service industry, and tourism. In the area where counties are bordered by the Gulf of Mexico, a portion of the area depends on sea related occupations and transportation like fishing, shrimping, hauling, and along with some military bases. STFPHC is in the perfect position and already strategically set up to deliver high quality and effective services to HTW priority populations and persons experiencing financially difficult times.

1d. STFPHC general description and community wide-health status information from the agency's Family Planning Annual Report indicated that 16% of the unduplicated population served at STFPHC which received a pap smear test had abnormal results which required additional diagnostic evaluation like colposcopy, biopsy, or more. In addition, 3% of the STFPHC clients served had an abnormal clinical breast exam that was suspicion for cancer, requiring follow-up and further evaluation. Further more, the positive STD rate of the clients screened and treated at STFPHC remained consistently high, with about 12% of the unduplicated users testing positive for either chlamydia and/or gonorrhea. In 2015 at STFPHC alone, 2 individuals were screened and confirmed positive for HIV and unaware of their status prior to their visit at the clinic. At least 14.3% of the population could not see a doctor because of costs. The rate of single parent households ranged from a low of 8.3% in Aransas county to a high of 14% in Kleberg county. Female breast cancer ranged from a low of 98.5 to a high of 142.4 per 100,000. The average percent of uninsured persons was 24.8%. Teenage pregnancy in Nueces county was at a high of 5.7%. The overall health indicators for the agency's target population are generally poor because of the high incidence of diabetes, obesity, low-birth weight, lack of sufficient participation in pre-natal care, high numbers of pregnancy induced hypertension, anemia, higher rates of teenage pregnancy, and other health risks. The community attitudes about family planning and women's health are generally positive.

2e. The proposed geographic service area for delivering Healthy Texas Women Services includes five counties where *six* STFPHC comprehensive Family Planning Clinics are strategically located to target and serve uninsured and low-income populations. See the table below.

Clinic City	County	5% population of that county served	Serving TWHP clients and new HTW clients	MUA/P Service Area ID #
Rockport, Texas	Aransas	Yes	Yes	07427
Beeville, Texas	Bee	Yes	Yes	03280
Kingsville,Texas	Kleberg	Yes	Yes	03370
Corpus Christi, Texas	Nueces (urban)	Yes	Yes	07600
Robstown, Texas	Nueces (rural)	Yes	Yes	07586
Sinton, Texas	San Patricio	Yes	Yes	03515

2f. The agency's target (priority) population characteristics for HTW include females aged 15-44 that are at or below 200% FPL and teens 15-17. During the calendar year

2016, STFPHC served 12,407 unduplicated females. Of those, 81% or 10,050 were considered HTW priority populations because of their age and 9% were aged 15-17 years old. Of the 12,407 served, 96% fell at or below 200% FPL and are HTW priorities for the program. STFPHC is in the perfect position to serve many more females identified as HTW priority population clients who will be eligible to receive services if this proposal is fully funded.

2g. Current health status of the priority population indicates higher than averge levels of obesity, diabetes, and breast and cervical cancer and other conditions that HTW can help alleviate. The community is generally responsive and welcomes the family planning service delivery of STFPHC. Teens who can be served thru HTW are priority populations. Their behavioral data indicates a dire need to prioritize teens and help them access services. Only 44% of females and 61.8% of males used condoms. Of sexually active teens, 13.2% of females and 14.2% of males used birth control. 20.9% of females and 17.1% of males used no method with last intercourse. STFPHC is located prime target areas for HTW funding and can help reduce these barriers for teensand women, and improve the health status of the HTW priority population if funded.

2h. The current population served at STFPHC is 15,941 clients per year. Of those clients 78% are female and 22% are male. Of the 78% female, 96% fall at or below 200% FPL and 91% are uninsured and can use HTW services to receive birth control. 74% of the females served were of Hispanic origin. These clients received birth control methods with the most used method being the birth control pill, the depo shot, and then LARCs. With HTW funding awarded to STFPHC, HTW services will be offered on the same day they are requested and at the same time when a client is screened eligible.

3. Throughout the STFPHC service area, there are gaps in resources and barriers. While there are other public women's health projects, those projects either do not provide the full array of family planning and women's reproductive health care services that are offered by STFPHC free or low-cost, make appointment wait times a significant barrier, or have problems retaining licensed providers (nurse practitioners, physician assistants, etc.) to deliver services and prescribe methods. Most do not offer late evening or weekend clinics for the uninsured and low-income persons like STFPHC. Many private providers and public health providers often refer women to STFPHC for family planning and women's reproductive care services because they have stopped taking on low-income, uninsured, TWHP, or Medicaid clients or because their focus is not women's health and family planning. Additionally, many do not offer or stock LARCs and make them available on the same day the are requrested like STFPHC does. Many other providers have come to depend on STFPHC to provide Long Acting Reversible Contraception (LARC) such as Nexplanon and 5 year and 10 year IUD's and many clients prefer STFPHC because the agency takes walk-ins and utilizes Quick Start to help clients get on a method of birth control at thir first visit. The majority of the family planning and women's reproductive health services throughout the STFPHC service area are delivered by STFPHC. STFPHC will addressed these issues by: ensuring access to HTW services thru convenient clinic hours; keeping arrangements with public transportation authorities up-to-date so buss tokens can continue to be distributed to clients who need such; maintaining bi-directional referrals with doctors and other providers in the community; ensuring STFPHC clinicians are always adequately trained to insert and remove LARC's and ready to deliver them when the client requests such; and by continuing to take walk-ins and offering highly effective forms of birth controls at the clients first visit.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 1 of 6 (located in Corpus Christi, Texas – Nueces County)

Appropriate signage to identify funded entity?	X Yes	☐ No
Space for clinical and administrative staff?	X Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	X Yes	☐ No
Proper disposal for medical waste?	X Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	☐ No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 2 of 6 (located in Sinton, Texas – San Patricio County)

Appropriate signage to identify funded entity?	X Yes	☐ No
Space for clinical and administrative staff?	X Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	X Yes	☐ No
Proper disposal for medical waste?	X Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	☐ No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 3 of 6 (located in Robstown, Texas – Nueces County – rural area)

Appropriate signage to identify funded entity?	X Yes	☐ No
Space for clinical and administrative staff?	X Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	X Yes	☐ No
Proper disposal for medical waste?	X Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	☐ No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 4 of 6 (located in Kingsville, Texas – Kleberg County)

Appropriate signage to identify funded entity?	X Yes	☐ No
Space for clinical and administrative staff?	X Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	X Yes	☐ No
Proper disposal for medical waste?	X Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	☐ No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 5 of 6 (located in Beeville, Texas – Bee County)

Appropriate signage to identify funded entity?	X Yes	☐ No
Space for clinical and administrative staff?	X Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	X Yes	☐ No
Proper disposal for medical waste?	X Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	☐ No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 6 of 6 (located in Rockport, Texas – Aransas County)

Appropriate signage to identify funded entity?	X Yes	☐ No
Space for clinical and administrative staff?	X Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	X Yes	☐ No
Proper disposal for medical waste?	X Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	☐ No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 1 of 6

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Family Planning Clinic						
Street Address:	4455 South Padre Island Drive					Suite:	30
City:	Corpus Christi	County:	Nueces	Zip Code:	78411	HSR:	11
Clinic APPOINTMENT Phone #:	361-883-0619						
Clinic PRIMARY Phone #:	361-883-0619			Fax:	361-883-0610		
Service Area *(counties to be served)*:	Nueces County and all surrounding counties						
Contact Person:	Velma Rosales, CHW						
Pharmacy License #:	7111		Class:	D			
TPI#:	088329003			NPI#:	1760535660		
Submission date of Medicaid Application:	N/A. Clinic re-enrolled and was finally re-approved						
Subcontractor Site:	☐ Yes	X No					
Mobile Site:	☐ Yes	X No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	10 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	7:00 pm
TUESDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
WEDNESDAY	9 am	11:59 am	1:00 pm	4:59 pm	5:00 pm	6:00 pm
THURSDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
FRIDAY	9 am	11:59 am				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 2 of 6

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Family Planning Clinic						
Street Address:	301 S. San Patricio Street					Suite:	C
City:	Sinton	County:	San Patricio	Zip Code:	78387	HSR:	11
Clinic APPOINTMENT Phone #:	361-364-3306						
Clinic PRIMARY Phone #:	361-364-3306			Fax:	361-364-3356		
Service Area *(counties to be served)*:	San Patricio County and all surrounding counties						
Contact Person:	Monica Hinojosa, CHW						
Pharmacy License #:	12470		Class:	D			
TPI#:	088329005			NPI#:	1033262936		
Submission date of Medicaid Application:	N/A. Clinic re-enrolled and was finally re-approved						
Subcontractor Site:	☐ Yes	X No					
Mobile Site:	☐ Yes	X No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
TUESDAY	8 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
WEDNESDAY	8 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
THURSDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
FRIDAY	9 am	11:59 am				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 3 of 6

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Family Planning Clinic						
Street Address:	515 Pat Shutter					Suite:	121
City:	Robstown	County:	Nueces	Zip Code:	78380	HSR:	11
Clinic APPOINTMENT Phone #:	361-387-6996						
Clinic PRIMARY Phone #:	361-387-6996			Fax:	361-933-1012		
Service Area *(counties to be served):*	Nueces County – rural area and all surrounding counties						
Contact Person:	Dolores Flores, CHW						
Pharmacy License #:	17255	Class:	D				
TPI#:	088329004			NPI#:	1679626576		
Submission date of Medicaid Application:	N/A. Clinic re-enrolled and was finally re-approved						
Subcontractor Site:	☐ Yes	X No					
Mobile Site:	☐ Yes	X No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
TUESDAY						
WEDNESDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
THURSDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
FRIDAY	9 am	11:59 am				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 4 of 6

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Family Planning Clinic				
Street Address:	1218 North Armstrong			Suite :	
City:	Kingsville	County: Kleberg	Zip Code: 78363	HSR:	11
Clinic APPOINTMENT Phone #:	361-595-1929				
Clinic PRIMARY Phone #:	361-595-1929		Fax: 361-595-0783		
Service Area *(counties to be served):*	Kleberg County and all surrounding counties				
Contact Person:	Minnie Juarez, CHW				
Pharmacy License #:	16683	Class: D			
TPI#: 088329006			NPI#: 1831242734		
Submission date of Medicaid Application: N/A. Clinic re-enrolled and was finally re-approved					
Subcontractor Site:	☐ Yes	X No			
Mobile Site:	☐ Yes	X No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
TUESDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
WEDNESDAY	8 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	7:00 pm
THURSDAY	9 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
FRIDAY	9 am	11:59 am				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 5 of 6

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Family Planning Clinic						
Street Address:	1400 W. Corpus Christi Street					Suite:	4
City:	Beeville	County:	Bee	Zip Code:	78102	HSR:	11
Clinic APPOINTMENT Phone #:	361-358-2974						
Clinic PRIMARY Phone #:	361-358-2974			Fax:	361-358-5820		
Service Area *(counties to be served):*	Bee County and all surrounding counties						
Contact Person:	Jessica Johnson, CHW						
Pharmacy License #:	7237		Class:	D			
TPI#:	088329008			NPI#:	1922151828		
Submission date of Medicaid Application:	N/A. Clinic re-enrolled and was finally re-approved						
Subcontractor Site:	☐ Yes	X No					
Mobile Site:	☐ Yes	X No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8 am	11:59 am	12:00 pm	4:59 pm		
TUESDAY	8 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	7:00 pm
WEDNESDAY	8 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	7:00 pm
THURSDAY	8 am	11:59 am	12:00 pm	4:59 pm		
FRIDAY	9 am	11:59 am				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Clinic Site # 6 of 6

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Family Planning Clinic				
Street Address:	2871 Hwy 35 North			Suite :	
City:	Rockport	County: Aransas	Zip Code: 78382	HSR:	11
Clinic APPOINTMENT Phone #:	361-729-7512				
Clinic PRIMARY Phone #:	361-729-7512		Fax: 361-790-7570		
Service Area *(counties to be served)*:	Aransas County and all surrounding counties				
Contact Person:	Zandra Gonzalez, CHW				
Pharmacy License #:	7118	Class: D			
TPI#:	088329007		NPI#: 1013060912		
Submission date of Medicaid Application:	N/A. Clinic re-enrolled and was finally re-approved				
Subcontractor Site:	☐ Yes	X No			
Mobile Site:	☐ Yes	X No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
TUESDAY	8:30 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:30 pm
WEDNESDAY	8:30 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
THURSDAY	8:30 am	11:59 am	12:00 pm	4:59 pm	5:00 pm	6:00 pm
FRIDAY	9:00 am	11:59 am				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

1. The persons responsible for the overall staff development of the Agency the Executive Director, Martha F. Zuniga, MPA, with over 27 years of experience in publicly funded clinics, a bachelor in business and master in public administration and the Medical Director, Dr. Alberto DeLaGuardia, OB-GYN, with over 50 years of medical experience and over 10 years of direct experience in publicy funded clinics with STFPHC. The function is delegated to and is daily operated by the Clinic Services Director, PA-C, who is also a certified Community Health Worker, a Community Partner Program Navigator, and a Certified Application Counselor for the ACA, with over 9 years of experience directing staff publicly funded clinics with STFPHC; and the Asst. Executive/Educational Director, MS, who holds a master of science degree in counseling, was a former middle school teacher, is a certified Community Health Worker, a Community Partner Program Navigator, and a Certified Application Counselor for the ACA, with over 20 years of experience in publicly funded clinics with STFPHC. These individuals work closely with the agency's directors and coordinate trainings and clinic activities with the QA/QI committee to address and resolve patterns or trends identified that require re-training, skill enhancement, knowledge building, and/or implementation of training for new programs.

2. The STFPHC billing/eligibility staff at STFPHC include those from the Clinician level who code based on services rendered, the Coordinators that check all eligibility documents and reconcile billed items against medical record documentation, to the the Clinic Specialist/Community Health Workers who perform eligibility screening and complete the Household Eligilbity Screening Form, to the Billing Assistants who enter claims into the billing systems and verify required forms for client eligible programs are complete, on up to the the Billing Director and Billing Coordinator who reconcile claims against patient's ledgers and validate what has been entered into the systems. The positions within the agency that are either directly or indirectly involved with billing and eligibility receive specific trainings that include: Sliding Fee Scale and Federal Poverty Level screening determination; Covered Services and Supplies, including LARC's (by specific program); Eligibility & Income Criteria/Guidelines with definitions about family size and family compositions (by specific program); Basic Training for agency data entry into management billing and information systems such as Ahlers, Med-IT, internal agency spreadsheets; overall understanding of required and acceptable documentation for program eligibility; Proper Completion of the State Household Eligiblity Form for service delivery programs; Training on proper completion of Super Bills; training on commercial insurance, Medicaid for pregnant women, HMO-Medicaid, Indigent Program Insurance; as well as higher level trainings for claim reconciliation, accounts receivable revenue cycle management, ICD-10, credentialing and contracting, and CPT coding. Additionally the agency includes HIPAA and state specific policy manual training, Staff are required to attend these trainings and test after each training to check for understanding and knowledge gained. These trainings are held initially with newly hired employees, along with program and agency specific new hire orientation, then no less than annually as refreshers for continuing employees. Staff will be allowed to ask questions and get a dialogue going with one another to perfect efficiency and accuracy at all billing and eligibility trainings. These training opportunities allow the staff to master

the ins and outs, and the dos and don't's, of billing and eligibility for state programs like HTW.

3. Staff training needs are identified by an initial training needs assessment of education/experience/skills newly hired persons at the time of employment. A training profile/plan is developed, which includes prior education/trainings and experience, any trainings attended since employment, on-the-job training (OJT) received, individual or institutional instruction, self perceived needs, supervisor perceived needs, and a plan for future training. The training profile/plain is then reviewed annually and all existing employees are asked to complete the annual training needs assessment using a data base skill set derived from their job description and required qualifications. Using the profile/plan, a training needs assessment is completed annually by the employee and his/her immediate supervisor. The training profile/plan and assessment results are then compiled, reviewed, evaluated, and prioritized for the purpose of the improving staff productivity, knowledge, skills, and abilities. These tools generate the staff development plan for the coming year.

Activities written into the agency's annual staff development plan are often tied to Quality Assurance/Quality Improvement Review Findings. Specifically tailored in-services, workshops(in group settings) are conducted with qualified in-house staff and also with the DSHS staff who come to offer technical assistance for certain Q.A.S. needs. The Quality Assurance System has specific activities designed to detect patterns or trends that need to be addressed by trainings, in-services, workshops, etc. Certain Q.A.S. in-services are held annually such as Patient Services Administration, Medical Records Charting, Protocols & Standards update, Contraceptive update (conducted by the Medical Director), Class D pharmacy Update (conducted by the Pharmacist-in-charge), NFP Update, Code of Ethic/Fraud & Abuse/Confidentiality; Child Abuse Reporting and Laws; etc. These and other topics are covered throughout the year to include various levels of staff and additional topics as priorities as further identified. As in-services, workshops, etc., are held throughout the year, documentation of training attendance is made by sign-in rosters and the employees training proof is updated in their profile/staff development plan. Employees evaluate the training they receive on the "Continuing Education and Trip Report Form" for participant effectiveness. Additional measurements of effectiveness and training are made by observation with on-site evaluations following the training session. In addition to providing on-going trainings, in-services, and seminar/conference opportunities, staff is allowed to attend certified institutions of higher learning for continuing education or other credited courses that are work related by use of the Voluntary Career Development Continuing Education Plan offered by the agency. Employees are allowed up to 6 hours per week of Education Leave or Work time allowance for attending work related courses, which provide career development opportunities. Several of our employees have taken advantage of this program to obtain bachelor's degrees or master's degrees in the past. The staff development plan incorporates grant guidelines and review outcomes to further develop the knowledge, skills and abilities of staff to provide family planning services and positively impact improved health outcomes for the patients. Review outcomes are an integral part of maintaining high quality family planning services to South Texans. The staff development plan is flexible enough to include all QA findings or corrective action plans into the staff development design. The internal controls

utilized to connect review outcomes in a comprehensive and systematic way are billing risk management, fraud abuse audits/training, regional audits by state grantee regional representatives, quality assurance meetings, strategic planning sessions, regional financial compliance audits, PCRC's, and interaction from client satisfaction surveys and staff/supervisor assessments.

4. Staff performance review procedure & practices: The agencies *personnel policies*, which are thoroughly explained and given to employees and volunteers at Basic Orientation(their first day of actual employment), *clearly outline performance evaluation and define disciplinary practices.* Along with following standards of employee conduct normally required in any place of employment, reprimands, probation, suspension, and terminations may result from staff performance, on-site observation reviews, and annual evaluations. *Performance evaluations are conducted by the employee's immediate supervisor, and if the employee provides medical services, a licensed medical professional* also evaluates him/her. Performance evaluations are based on the position the employee holds with the agency and directly correlate to the daily task and duties assigned to the individual. Along with evaluation of our employees for job-duties related items; they are also evaluated for character related items, such as attendance, work attitude, courtesy, creativity, stability, etc. Performance evaluations are conducted as follows: 30, 60, 90 day performance evaluations are conducted on all new employees by the employee's immediate supervisor, and if the employee provides medical services, he/she is also evaluated by a licensed medical person with whom he/she works. On the 60th day of evaluation, the employee will be informed whether or not his/her progress is satisfactory to get "off new employee probation" at the end of the 90 days. During this time, any employee that provides a direct medical services, is also evaluated using the "client-staff interaction tool" which assesses quality of client education being provided by the medical employee and "direct observation tool" which assesses direct care services performed by the medical employee. 45 and 90 day performance evaluations are conducted on employees who assume a new position within the agency. If the employee receives an unfavorable evaluation, he/she will be placed in the first available position comparable to his previous position. Annual evaluations for all employees not in their initial 90 day employee probationary period. They are evaluated annually on the anniversary month of their employment. For the medical employees this includes a "client-staff interaction observation" which targets counseling and education and the "direct observation tool" which assesses direct care services performed by the medical employee. Evaluation of the Executive Director is completed annually by the Board of Directors, under the direction of the President of the Corporation. This evaluation includes summarized data to help enhance any weaknesses that may be detected.

All employees whose performance evaluation is satisfactory are retained. However, employees whose work does not merit a positive evaluation may be placed on probation for a period not to exceed 90 days. This probation must include notification in writing to the employee and steps to be taken to get off the probation. During the time of probation he/she is given every opportunity, including intensive counseling and supervision to bring his/her performance back up to standards. During the time of probation he/she is given opportunity, including intensive counseling and supervision to bring his or her performance back up to standards. However, if the employee fails to show satisfactory improvement he/she may be terminated. An employee who improves

satisfactory is so informed in writing. Above this, employees are further held accountable for their actions by automatically being placed on disciplinary probation when 2 reprimands have been issued in less than a 12 month period. Overall, Staff Development and Continuing Education Activities at STFPHC are set up to allow the employee opportunities to enhance their skills and capabilities in order to meet or exceed the minimum requirements of their positions. Employee needs are considered before generating the Staff Development topics for the coming year. Employee performance is reviewed for adherence to procedures, policies, and guidelines by supervisor and medical personnel through performance evaluations which are conducted annually to take an inventory of employees' strengths and weaknesses.

The staff development plan incorporates state/federal/and other audit or compliance review outcomes to further develop the knowledge, skills and abilities of employees effectiveness to provide required services, including HTW services by evaluating the knowledge, skills and abilities needed in order to perform the current job responsibilities and by encouraging the employee to honestly assess their existing skills and interests. To additionally enhance their skills and abilities the agency staff development plan allows for and provides individual demonstrative opportunities, assigned reading, case study reviews, clinic visits, phone conferences, webinars, individual module assignments, workshops, inservices, peer shadowing, peer coaching and peer partnerships. Employees are also allowed to attend conferences to further strengthen their development and ability to provide essential HTW services in a proficient manner relevant to their role within the organization. Moreover, our Board of Directors also believes that staff development continues to be an integral and necessary part of being a quality healthcare professional today. Hence, review outcomes connected to knowledge and training opportunities are imperative.

FORM L-1: STAFF DEVELPOMENT TRAINING CALENDAR

Date/ Month	Topic/Activity	Target Audience	Presenter	Within Agency	Outside Agency
On-going	New Employee Basic Orientation, and HTW Orientation for All New Employees, Volunteers, and Contractual staff. On-The-Job-Training and Distance learning training are on-going.	New Staff and Volunteers	Asst. Executive Director	√	
July 2016	**HTW eligibility and application procedures. Infection/Exposure Control** and BloodBorne Pathogen Training and **OSHA/CLIA** Policies and Procedures Annual Training and Update and Class D Annual Pharmacy In-Service	All Clinical Staff	Ben Jimenez, Del Mar College		√
Aug. 2016	Ahlers Training and Med-IT Training (Data Entry, Reports, Time Limits)	Biller, FP Spec., Coor.	Ahlers & Associates		√
Sept. 2016	Limited English Proficiency (LEP)/Interpreters/ Translation/Special Needs/Cultural Sensitivity Policy Annual Training and Update. long-acting reversible contraceptive (LARC) practice guidelines	All HTW program staff & volun.	Educational Director	√	
Oct. 2016	**DSHS Rider 19 and Child Abuse Reporting Requirements, and HTW Required Counseling for Minors (sexual coercion and family involvement) Drug & Substance Abuse Annual Training and Update**	All HTW program staff and volunteers	Executive Director and Clinic Svcs. Director	√	
Nov. 2016	Natural Family Planning Teacher Training and Recertification - Ovulation Method	NFP Educators	Family of the Americas		√
Jan. 2017	Family Planning Project Directors Conference	Exec. Dir. & Clinic Dir.	DSHS		
Jan. 2017	**DSHS Rider 19 and Child Abuse Reporting Requirements, and HTW Required Counseling for Minors (sexual coercion and family involvement) Drug & Substance Abuse Annual Training and Update**	All HTW program staff and volunteers	Executive Director and Clinic Svcs. Director	√	
Feb. 2017	**HTW eligibility and application procedures.** *HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services* **and Family Planning Services offered through the HTW Program.** HTW Billing-CPT Coding; Sliding Fee Scale; Claim Reconciliation; Med-H Advanced training; DSHS Family & Community Health Services Division INDIVIDUAL Eligibility Form ; Family Planning Funding Sources; TMHP website; R & S and co-pay/waivers.	FP Spec. and Clinic Coordinators	Biller and DSHS Reg. Staff.		
Feb. 2017	STD's/Texas Infertility Prevention Project/CDC Revised Recommendations for HIV and HIV-NHAS goals Annual Training and Update	Clinicians and Clinical Staff	DIS Specialist, Health Dept.		
Mar. 2017	Protocols/Policies/Standards/Goals & Objectives Revisions and Update and **HTW Priority Popula-tions** (low-income; uninsured; teens, males, etc.)	All HTW program staff & volun.	Executive Director, Clinic Services Director	√	

FORM L-1 (continued): STAFF DEVELPOMENT TRAINING CALENDAR

Mar. 2017	Contraceptive Update including **long-acting reversible contraceptive (LARC) practice guidelines ;** NFP Update; and Freedom of Choice – Non Coercion Counseling; Pre-Conceptional Counseling-Reproductive Life Plan; and Non-Abortion Policy Annual Training & Update, Client Centered, Age Appropriate, Method Specific & Method Side Effect Counseling	Clinicians and Clinical Staff	Asst. Medical Director		√
April 2017	**Nationally Recognized Standards of Care** – Breast Screening and Diagnosis; Cervical Cytology; and Management of Abnormal Cytology Results	Clinicians, Clinic Dir., and QA Dir.	Medical Director	√	
May 2017	OPA-OFP Annual HIV Technical Assistance Conference	Exec. Dir., Clinic Dir.	OPA/ Cicatelli	√	
June 2017	Medical Emergency On-Site Management; CPR-First Aid-AED; and Safety Training with *Fire and Other Disasters*, MIS Disaster preparation - Update	All Employees	Ben Jimenez, Del Mar College		√
June 2017	Sexual/Family Violence/Domestic Violence/Human Trafficking – Screening, Report, and Client Resources	All Clinical Staff	Clinic Services Dir., Police Department	√	√
Aug. 2017	Quality Assurance FACE –TO- FACE MEETING:Personnel Policies Recommendations email/discussion ,Approval of previous minutes, rest of agenda, All Quality Assurance Meeting	All Employees	Executive Director, Agency Supervisor and Program Directors	√	

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

1. The purpose of the Program Promotion/Community Education/Outreach Plan for the FY 2012 project period is to inform the public of the agency's purpose and services; enchance community understanding of the agency's objectives and the HTW program; disseminate basic Women's Heatlh Services and Family Planning Services education including the benefits of LARC and where to get them, enlist community support, and recruit potential clients for the HTW program while also focusing on reducing adolescent pregnancy rates and prevention/awareness of STD/HIV-AIDS.

Program Promotion: The program will be promoted in the following ways:

a. Community Health Workers to promote the agency, it's services, HTW benefits and information, to potential FP users regarding services & benefits.
b. Health Education Services Project (HESP) to provide education and disseiminate information about the agency and HTW services to priority populations identified in Section 2.2 of this RFP.
c. Executive Director and Program Directors to coordinator with and present to local groups and other organizations to enlist community support and create bi-directional relationships for HTW client referrals .
d. Providing Community Education and Staff Participation in Activities and Events
e. Utilizing the vital statistics and other data to focus on special, priority populations identified in Section 2.2. of this RFP for ech community we serve.
f. Community Education Presentations and Activities throughout the designated grant contract period.
g. Marketing strategies such as: Distribution of flyers, T-Shirts, pens, pencils, school supplies, office-supplies, and other marketing materials that include the STFPHC name, clinic sites, service information, and phone numbers, at health fairs, community events, educational presentations, etc.
h. Advertisement in the phone book; yellow pages; women's health and family planning web sites, school/college posters, and bulletin boards
i. Advertisement in bulletins of local organizations

Outreach/Client Recruitment

a. PSA-TV/Radio, Newspaper, newsletters/ bulletins, Internet/Web Page, Health Fair Attendance, Participation in community walks and other events.
b. LARC/Media campaign and HTW campaign (using pre-developed state's media with agency's clinic location and phone number) for commercials/infomercials on television stations and local newspapers

in the six cities where each STFPHC clinic is located and accepting new HTW clients.

Implementation of the Community Education/Participation Plan & outreach is delegated to the Educational/Assistant Director. This allows for highly effective outcomes and maximum participation and effectiveness; the plan will be implemented as follows:

a. Family Planning Clinics – HTW – women's health promotion:
   1. Provision of Community presentations to groups, other agencies, parents, etc., about Family Planning services, clinic sites, and other appropriate information.
   2. Participation in community health fairs, events, organized walks to distribute information about Family Planning and WHP.
   3. Public Service Announcements for radio, TV, newspapers, bulletins, sale circulars, etc., to educate the community about Family Planning and the services we offer.
   4. Solicit from current patients help in informing other potential clients and solicit word-of-mouth recommendations and advertisement.

b. Health Education Services Project
   1. Provide educational planning, curriculums, and actual presentations to schools and the boards that govern them. Provide services to church & youth groups, PTA's, community and civic organizations, plus many others to help reduce unintended pregnancy rates, increase women's health outcomes, encourage reproductive life planning, and overall general health promotion in our areas. Topics include (but are not limited to: Character Development, Self-Esteem, Conflict Resolution, Puberty, Parenting, Reproductive Anatomy & Physiology, STD's, family planning, Social Responsibilities, Smart Choices, Abstinence, Productive Relationships, Sexual Myths & Misconceptions, Dating and Violence, etc.)
   2. Utilize Educational Materials (films, slides, videos, books, work sheets, HTW web site, power point, internet, 800/888 hotlines, movie clips, games, songs, videos, magazine articles and interviews, handouts, brochures, fact sheets, etc., from nationally recognized organizations that are scientifically factual and valid).
   3. Coordinate with teachers and group leaders to prepare and give educational presentations on tailored presentations related to women's health and general family health.
      a. Provide parent education.
      b. Educate community through presentations about services available through STFPHC.
      c. Collaborate with school districts, counties, and other local officials to combat teen pregnancy and form task forces to target the issue.

Evaluation of the Community Participation/Education & Outreach plan includes qualitative, subjective, and non-subjective evaluation tools that help measure effectiveness and outcomes of our programs.

a. Presenter-group interaction tool, which evaluates staff knowledge and abilities as relates to their job positions.
b. Evaluation of Presentation by Teacher Group Leader Tool, which evaluates the presentation for group Effectiveness.
c. Community Education/Outreach Report Form, which must be completed no later than 15 work days after the education/outreach was done, to conduct analysis on number of visitors, viewers, or listeners, etc., that were reached thru activity/event/presentation.
e. The frequent and unremitting request for repeat educational presentations/visits each year.
f. Media Campaign and marketing materials approval from community advisory board and # of viewers, listeners, followers, etc.

2. **STFPHC collaborates efforts** with area health care providers in each of the communities served by coordination of programs, partnership for important community events, participating in planning committees to highlight events within our local communities. STFPHC works with school district advisory committees and other councils where referrals for family planning may are issued. STFPHC is currently working with the Coastal Bend Aids Foundation, Texas A&M Corpus Christi, March of Dimes, and local churches to host an event for teens on sexuality awareness, teen pregnancy prevention, obesity, healthy relationships, STD's, and best practices, with the various school districts to enhance their sexuality curriculums. STFPHC collaborates by allowing staff participation for service on local police force opinion groups, workforce committees, foster care alliances, teenage pregnancy coalitions, police force community relations task forces, local civic groups, PTA's, etc., where the community can learn about the services offered and available at STFPHC to enlist support for the agency and to establish partnerships that will lead to bi-directional referrals. STFPHC has formal MOU's with local hospitals, public housing authorities, homeless shelters, food banks, FQHC's, headstart programs, community action agencies, private doctors, hospitals, radiological facilities, and other organizations that also accept and serve low income populations.

STFPHC Outreach Plans for the HTW contractual period include media releases and Outreach Strategies for marketing to enchance community understanding of the agency's objectives and the HTW program; disseminate basic Women's Heatlh Services and Family Planning Services education (including the benefits of LARC) and where to get them, enlist community support, and recruit potential clients for the HTW program as follows:

<u>Media releases include (Media Campaign/HTW Campaign)</u>:

- Television, Radio Commercials (quarterly)
- PSA announcements (quarterly),
- Posting of commercials on social media such as YouTube, Facebook, Instagram, Twitter (weekly)
- Infomercials where patients may wait in lobbies, etc.(monthly)

<u>Marketing strategies include:</u>

- Distribution of flyers, T-Shirts, pens, pencils, school supplies, office-supplies, and other marketing materials that include the STFPHC name, clinic sites, service information, and phone numbers, at health fairs, community events, educational presentations, etc.
- Advertisement in the phone book; yellow pages; women's health and family planning web sites
- Advertisement in school posters and bulletin boards
- Advertisement in bulletins of local organizations

FORM M-1: Community Education/Program Promotion Calendar

Date/ Month	Topic/Presentation/Activity and Group/Audience	Where (school, cafeteria, gym, etc., city)?	Location City (County)	STFPHC Presenter / Staff Responsible
On-going	**Activity:** On-going **Marketing/Media Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed
07-14-16	**Presentation:** Importance of Reproductive Health and awareness about program purpose/objectives and HTW services thru the clinic. **Audience:** TAMU-CC Teen Leader Members	TAMU-CC Community Center	Corpus Christi, TX (Nueces)	Educational Director
07-18-16	**Activity:** Mandela Day-Community Walk with agency banner and distribute HTW flyer/information to inform the public of the agency's purpose and services and enhance community understanding of the agency's objectives. **Audience:** Community Participants of Walk, all ages	County Courthouse	Beeville, TX (Bee)	Coordinators and CHW's
07-23-16	**Activity:** Parents as Partners Workshop with local social service agencies united to address a great need by developing youth to become leaders in education and parents as partners in the process. Recruit clients, promote HTW Services, inform the public of agency purpose, services and disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC, while enlisting community support and understanding of objectives. **Audience:** All Community	Woodsboro High School Cafeteria	Woodsboro, TX (Refugio)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed
08-01-16	**Activity:** Health Fair San Patricio County Medical Society-To disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC to recruit clients and promote HTW services and assistance. **Audience:** All Community	San Patricio County Fairgrounds & Event Center	Sinton, TX (San Patricio)	Clinic coordinator, CHW's, HESP Liaisons, Educational Director

FORM M-1: Community Education/Program Promotion Calendar (Cont.)				
08-06-16	**Activity:** Flour Bluff Back to school Health Fair-To recruit clients and promote HTW services, sites, and assistance. **Audience:** All Community	Flour Bluff High School Band Hall	Corpus Christi, TX (Nueces)	Clinic coordinator, CHW's, HESP Liaisons, Educational Director
08-11-16	**Activity:** Seashore Middle Academy Back to School Fair to recruit clients and promote HTW services and assistance. **Audience:** All Community	Seashore Middle Academy Gym	Corpus Christi, TX (Nueces)	CHW's, HESP Liaisons, Educational Director
08-12-16	**Activity:** Beeville Women United Monthly Meeting-To promote agency services, disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC and cultivate clinical awareness to front line staff. **Audience:** All Community	Shorty's Place Meeting Room	Beeville, TX (Bee)	CHW's, HESP Liaisons, Educational Director
08-13-16	**Activity:** College Night Featuring Southern Careers Institute-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation about covered services. **Audience:** All Community	Rockport-Fulton High School cafeteria	Rockport, TX (Aransas)	CHW's, HESP Liaisons, Educational Director
08-15-16	**Activity:** League of Women Voters guest speaker-To enhance community support and promote community understanding of objectives while promoting HTW services and assistance. **Audience:** Organization Members and Guest	Ortiz Center	Corpus Christi, TX (Nueces)	Executive Director
08-20-16	**Activity:** Abel Herrero Annual School Supplies Giveaway and Family Health Day-To enhance community understanding of objectives, disseminate basic Women's Health services and Family Planning services education including the benefits of LARC. **Audience:** Coastal Bend Community	Robstown High School Gymnasium	Robstown, TX (Nueces)	CHW's, HESP Liaisons, Educational Director
08-26-16	**Activity:** Bishop Elementary Health and Wellness Fair-To recruit clients and promote HTW services while enhancing community understanding of the agency's objectives. **Audience:** All Community	Bishop Elementary gymnasium	Bishop, TX (Nueces)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed

FORM M-1: Community Education/Program Promotion Calendar (Cont.)

09-02-16	**Activity:** Girls Night out at Texas A&M Kingsville to enhance community understanding of the agency's objectives, disseminate basic Women's Health services and Family Planning services education including the benefits of LARC. **Audience:** Female college students to recruit clients.	Jones Auditorium	Kingsville, TX (Kleberg)	Educational Director
09-03-16	**Activity:** Coastal Bend Coordinated Community Response Coalition-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance, presentation, and covered services. **Audience:** All Community	Central Jury Room Nueces County Court House	Corpus Christi, TX (Nueces)	CHW's, HESP Liaisons, Educational Director
09-10-16	**Activity:** Port Aransas ISD Health and Wellness Fair-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Port Aransas Civic Center	Port Aransas, TX (Nueces)	Educational Director
09-16-16	**Presentation**: Self-esteem, Hygiene, Decision Making, Abstinence, Goal Setting, Human Growth and Development HTW health benefits and STFPHC clinic sites. **Audience:** Fifth- Eighth Grade Students	Lotspeich Elementary Campus	Robstown, TX (Nueces)	Educational Director
09-19-16	**Activity:** NAACP/LULAC Health Fair-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Del Mar College West Campus	Corpus Christi, TX (Nueces)	Clinicians, Coordinators, CHW's
09-24-16	**Activity:** Aransas County Commissioner's Court-To promote HTW services available at clinic, and enlist support for community awareness about Family Planning. **Audience:** All Community	Aransas County Court House	Rockport, TX (Aransas)	Educational Director
09-30-16	**Activity:** Pleasanton Lions Club Meeting Speaker-To inform the membership of agency purpose and services, the HTW program and disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC. **Audience:** Members and Guest	Lions Club Cub House	Pleasanton, TX (Atascosa)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed

FORM M-1: Community Education/Program Promotion Calendar (Cont.)

10-06-16	**Presentation**: Self-esteem, Hygiene, Decision Making, Abstinence, Goal Setting, Human Growth and Development HTW health benefit and STFPHC clinic sites. **Audience:** Fifth- Eighth Grade Students	Garcia Elementary Campus	Corpus Christi, TX (Nueces)	Educational Director
10-07-16	**Activity:** Women's Shelter Domestic Violence Awareness day at Grace Presbyterian-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Grace Presbyterian Church	Corpus Christi, TX (Nueces)	Clinicians, Coordinators, CHW's
10-10-16	**Activity:** Zion Fair Baptist Church Women's Group-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Zion Fair Baptist Church	Sinton, TX (San Patricio)	Educational Director
10-14-16	**Activity:** Robstown Breast Cancer program-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Robstown High School Cafeteria	Robstown, TX (Nueces)	Educational Director
10-22-16	**Activity:** South Texas Vo Tech-To provide agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance, presentation, and covered services. **Audience:** All Community	South Texas Vo Tech campus	Corpus Christi, TX (Nueces)	Educational Director, Clinicians, Coordinators, CHW's
10-22-16	**Activity:** Del Mar College Spooktacular-To provide agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation and covered services. **Audience:** All Community	Del Mar College Harvin Center	Corpus Christi, TX (Nueces)	Educational Director, CHW's
10-29-16	**Activity:** Mathis ISD Middle School Parent-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance, presentation, and covered services. **Audience:** Parents and Staff of Mathis ISD	Mathis Middle School Cafeteria	Mathis, TX (San Patricio)	Educational Director
10-29-16	**Activity:** Sinton ISD Parent Summit-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance, and presentation about covered services. **Audience:** All Community	Sinton Fairgrounds	Sinton, TX (San Patricio)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed

FORM M-1: Community Education/Program Promotion Calendar (Cont.)				
12-07-16	**Topic:** Domestic Violence Summit-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation and covered services. **Audience:** All Community	Del Mar College Center for Economic Development	Corpus Christi, TX (Nueces)	CHW's
12-09-16	**Topic:** Cadet Leadership Forum-To recruit clients, agency introduction, and HTW Services available at the clinic to inform, educate, and enlist support for community awareness about Family Planning. **Audience:** All Community	Texas A&M-CC Mary and Jeff Bell Library	Corpus Christi, TX (Nueces)	Educational Director
12-14-16	**Activity:** Goodwill-To recruit clients and promote HTW services and assistance at health information forum. **Audience:** All Community	Goodwill Industries	Corpus Christi, TX (Nueces)	Educational Director, Clinicians, Coordinators, CHW's
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed
01-13-17	**Activity:** Taft ISD Migrant Parent Meeting-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Taft High School	Taft, TX (San Patricio)	Educational Director
01-14-17	**Activity:** Homeless Issues Partnership which meets on a monthly basis to discuss homeless issues in the area, services offered by agencies, barriers which are faced, and works towards solutions which can be achieved. **Audience:** All Community	City Hall	Corpus Christi, TX (Nueces)	Educational Director
01-27-17	**Activity:** Cultural Alliance Luncheon-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation and covered services. **Audience:** All Community	Civic Center	Sinton, TX (San Patricio)	Educational Director, Coordinators, CHW's
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed

FORM M-1: Community Education/Program Promotion Calendar (Cont.)				
02-04-17	**Activity:** Coastal Compass on Campus-Agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation about covered services. **Audience:** All Community	Rockport- Fulton High School Commons Area	Rockport, TX (Aransas)	Clinicians, Health Liaisons, Coordinators, CHW's
02-04-17	**Activity:** Coastal Bend College-To recruit clients, promote HTW Services, agency introduction and HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation about covered services. **Audience:** All Community	Coastal Bend College Beeville Student Center	Corpus Christi, TX (Nueces)	Educational Director
02-18-17	**Presentation**: Healthy Relationships, Abstinence, HTW health benefits and STFPHC clinic sites. **Audience:** High School Graduating Seniors	Refugio ISD Campus	Refugio, TX (Refugio)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed
03-04-17	**Activity:** Women in Leadership symposium-HTW flyer/information to inform the public of the agency's purpose and services and enhance community understanding of the agency's objectives. **Audience:** Recipient of the awards and the attendees at the luncheon	Texas A&M-CC	Corpus Christi, TX (Nueces)	Clinic coordinator, CHW's, HESP Liaisons, Educational Director
03-03-17	**Activity:** It's A Girl Thing-To recruit clients and promote HTW services and assistance while enlisting community support and understanding of objectives. **Audience:** All Community	TBD	Corpus Christi, TX (Nueces)	Educational Director
03-25-17	**Activity:** Mega Fest faith based entity-Agency introduction, HTW Services available at clinic to inform, educate, enlist support for community awareness about Family Planning, and recruit clients. **Audience:** All Community	Hillcrest Park	Corpus Christi, TX (Nueces)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Clinic coordinator, CHW's, HESP Liaisons, Educational Director

	FORM M-1: Community Education/Program Promotion Calendar (Cont.)			
04-01-17	**Activity:** Cesar Chavez-Community March with agency banner and distribute HTW flyer/info. **Audience:** Community Participants of March, all ages	Antonio E. Garcia Arts & Education Center	Corpus Christi, TX (Nueces)	Educational Director
04-08-17	**Activity:** Veterans Health Fair-To recruit clients and promote HTW services, assistance and enlist community support. **Audience:** All Community	Richard M. Borchard Regional Fairgrounds	Robstown, TX (Nueces)	Educational Director
04-13-17	**Activity:** Leadership Aransas County (LAC) Class-HTW Services available at clinic, to inform, educate, and highlight HTW benefit to the public to enlist support for community awareness about Family Planning. **Audience:** All Community	EMS Training Academy	Rockport, TX (Aransas)	Clinicians, Coordinators, CHW's
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed
05-10-17	**Activity:** Rockport Center for the Arts-Agency introduction, HTW Services available at clinic to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation about covered services. **Audience:** All Community	Rockport Center for the Arts	Rockport, TX (Aransas)	Educational Director
5 -13-17	**Activity:** Texas A&M Kingsville Health Center Student Session-Healthy Relationships, Family Planning Services, sites, and hours of operation. Agency introduction and HTW Services available at clinic. To inform, educate, and enlist support for community awareness about Family Planning HTW. **Audience:** All Community	Texas A&M Kingsville Campus	Kingsville, TX (Kleberg)	CHW's, HESP Liaisons, Educational Director
5-15-17	**Activity:** Bay Area Social Service Coalition-Agency introduction and HTW Services available at clinic, to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation about covered services. **Audience:** All Community	MHMR Office	Corpus Christi, TX (Nueces)	CHW's, HESP Liaisons, Educational Director
05-15 & 17-17	**Presentation**: Healthy Relationships, Abstinence, HTW health benefits and STFPHC clinic sites. **Audience:** High School Graduating Seniors	Kaufer High School Multi-Purpose Room	Riviera, TX (Kleberg)	Educational Director
05-18 & 19-17	**Presentation**: Healthy Relationships, Abstinence, HTW health benefits and STFPHC clinic sites. **Audience:** High School Graduating Seniors	Refugio High School Library	Refugio, TX (Refugio)	Educational Director

FORM M-1: Community Education/Program Promotion Calendar (Cont.)

5 -22-17	**Activity:** Attend Kingsville Housing Authority Health Awareness Day Self-Sufficiency Meeting-To enlist support for HTW awareness and to recruit clients and promote HTW Services available. **Audience:** Housing Authority Committee Members and attendees.	Kingsville Housing Authority	Kingsville, TX (Kleberg)	CHW's, HESP Liaisons, Educational Director
5 -27-17	**Activity:** Workforce Job Readiness-Agency introduction and HTW Services available at clinic, to inform, educate, and enlist support for community awareness about FP HTW enrollment assistance and presentation about covered services.			
	Audience: High School Graduating Seniors, All Community	Beeville Community Center	Beeville, TX (Bee)	CHW's, HESP Liaisons, Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Clinic coordinator, CHW's, HESP Liaisons, Educational Director
07-19-17	**Activity:** Ministerial Alliance Breast Cancer Awareness & Prayer Service-To recruit clients and promote HTW services and assistance. **Audience:** All Community	Lamar Volunteer Fire Department	Rockport, TX (Aransas)	Educational Director
On-going	**Activity:** On-going **Marketing Campaign** on local channels-To promote HTW services, inform the public of the agency's purpose and services, enhance community understanding of the agency's objectives and enlist community support while recruiting potential clients for the HTW Program. **Audience:** All Community	KIII-TV Channel 3 and affiliate stations	Corpus Christi, TX (Nueces)	Channel 3 staff and all agency staff if or when needed
08-02-17	**Activity:** Nueces County Medical Society Community Wide Health Fair-To recruit clients and promote HTW services and assistance. **Audience:** All Community	American Bank Center	Corpus Christi, TX (Nueces)	CHW's, HESP Liaisons, Educational Director
08-08-17	**Activity:** Liberty Lodge Treatment Facility- To recruit clients and promote HTW services and enlist support for community awareness about Family Planning. **Audience:** All Community	Liberty Lodge Treatment Facility	Alice, TX (Jim Wells)	CHW's, HESP Liaisons, Educational Director
08-15-17	**Activity:** KISD Community Fair-To recruit clients and promote HTW services and assistance. **Audience:** All Community	KISD Football Stadium	Corpus Christi, TX (Nueces)	Educational Director

FORM M-1: Community Education/Program Promotion Calendar (Cont.)				
08-26-17	**Activity:** Bishop ISD Health Fair-To recruit clients and promote HTW services and assistance **Audience:** All Community	Bishop Elementary	Bishop, TX (Nueces)	Educational Director

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation

This certification pertains to the following billing or performing provider:

Provider Name South Texas Family Planning & Health Corp., Family Planning Clinic

Federal Tax ID Number 74-1728621

NPI Number 1033262936

If provider does not have an NPI, Submission Date of Medicaid Application n/a

Provider's primary billing address:

Street Address 4455 South Padre Island Dr., Suite #29

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-855-7333

Provider's primary physical address:

StreetAddress 301 S. San Patricio St., Suite C

City/State/Zip Code Sinton, Texas 78387

Telephone Number 361-364-3364

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Martha F. Zuniga. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

   X I affirm that this statement is true and correct.

2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

   X I affirm that this statement is true and correct.

3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

   X I affirm that this statement is true and correct.

4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

   X I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

   X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04-26-2016 through 12-31-2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 04/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation

This certification pertains to the following billing or performing provider:

Provider Name South Texas Family Planning & Health Corp., Family Planning Clinic

Federal Tax ID Number 74-1728621

NPI Number 1760535660

If provider does not have an NPI, Submission Date of Medicaid Application n/a

Provider's primary billing address:

Street Address 4455 South Padre Island Dr., Suite #29

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-855-7333

Provider's primary physical address:

StreetAddress 4455 South Padre Island Dr., Suite #30

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-883-0619

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Martha F. Zuniga. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

6. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

   X I affirm that this statement is true and correct.

7. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

   X I affirm that this statement is true and correct.

8. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

   X I affirm that this statement is true and correct.

9. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

   e. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   f. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   g. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   h. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

   X I affirm that this statement is true and correct.

10. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  d) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  e) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  f) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04-26-2016 through 12-31-2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 04/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation

This certification pertains to the following billing or performing provider:

Provider Name South Texas Family Planning & Health Corp., Family Planning Clinic

Federal Tax ID Number 74-1728621

NPI Number 1679626576

If provider does not have an NPI, Submission Date of Medicaid Application n/a

Provider's primary billing address:

Street Address 4455 South Padre Island Dr., Suite #29

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-855-7333

Provider's primary physical address:

StreetAddress 515 Pat Shutter, #121

City/State/Zip Code Robstown, Texas 78387

Telephone Number 361-387-6996

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Martha F. Zuniga. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

11. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

    X I affirm that this statement is true and correct.

12. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

13. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

    X I affirm that this statement is true and correct.

14. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

    i. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    j. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    k. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    l. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

    X I affirm that this statement is true and correct.

15. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  g) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  h) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  i) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04-26-2016 through 12-31-2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 04/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation

This certification pertains to the following billing or performing provider:

Provider Name South Texas Family Planning & Health Corp., Family Planning Clinic

Federal Tax ID Number 74-1728621

NPI Number 1831242734

If provider does not have an NPI, Submission Date of Medicaid Application n/a

Provider's primary billing address:

Street Address 4455 South Padre Island Dr., Suite #29

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-855-7333

Provider's primary physical address:

StreetAddress 1218 North Armstrong

City/State/Zip Code Kingsville, Texas 78363

Telephone Number 361-595-1929

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Martha F. Zuniga. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

16. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

    X I affirm that this statement is true and correct.

17. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

18. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

    X I affirm that this statement is true and correct.

19. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

    m. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    n. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    o. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    p. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

    X I affirm that this statement is true and correct.

20. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - j) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - k) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - l) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04-26-2016 through 12-31-2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 04/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation

This certification pertains to the following billing or performing provider:

Provider Name South Texas Family Planning & Health Corp., Family Planning Clinic

Federal Tax ID Number 74-1728621

NPI Number 1922151828

If provider does not have an NPI, Submission Date of Medicaid Application n/a

Provider's primary billing address:

Street Address 4455 South Padre Island Dr., Suite #29

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-855-7333

Provider's primary physical address:

StreetAddress 1400 W. Corpus Christi St., Suite #4

City/State/Zip Code Beeville, Texas 78102

Telephone Number 361-358-2974

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Martha F. Zuniga. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

21. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

    X I affirm that this statement is true and correct.

22. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

23. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

    X I affirm that this statement is true and correct.

24. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

    q. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    r. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    s. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    t. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

    X I affirm that this statement is true and correct.

25. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - m) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - n) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - o) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04-26-2016 through 12-31-2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 04/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: South Texas Family Planning & Health Corporation

This certification pertains to the following billing or performing provider:

Provider Name South Texas Family Planning & Health Corp., Family Planning Clinic

Federal Tax ID Number 74-1728621

NPI Number 1013060912

If provider does not have an NPI, Submission Date of Medicaid Application n/a

Provider's primary billing address:

Street Address 4455 South Padre Island Dr., Suite #29

City/State/Zip Code Corpus Christi, Texas 78411

Telephone Number 361-855-7333

Provider's primary physical address:

StreetAddress 2871 Highway 35 N

City/State/Zip Code Rockport, Texas 78382

Telephone Number 361-729-7512

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Martha F. Zuniga. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

26. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

    X I affirm that this statement is true and correct.

27. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

28. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

    X I affirm that this statement is true and correct.

29. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

    u. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    v. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    w. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    x. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

    X I affirm that this statement is true and correct.

30. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

    X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  p) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  q) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  r) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

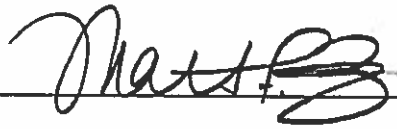
If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04-26-2016 through 12-31-2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 04/26/2016

South Texas Family Planning & Health Corporation (STFPHC)

SECTION 3: VALUE ADDED BENEFITS

1. Average cost per user at STFPHC will be less than the average cost per user throughout the State of Texas.

2. STFPHC shall serve as a resource referral to other HTW contracted providers across the state for both new providers and those who simply seek assistance/support to more effectively deliver HTW services in the state of Texas.

3. STFPHC shall provide primary health care services and case management for Medicaid for Breast & Cervical Cancer (MBCC) to both their own HTW clients and those referred in by other providers thru their other state funding sources.

4. STFPHC has over 25 certified Community Health Workers that are certified Texas Benefits 2-1-1 Navigators and also ACA certified application counselors that can assist STFPHC HTW clients enroll into other programs.

5. STFPHC is a proven entity, recognized and known to serve the public and meet all contractual obligations and performance measures within the framework of state contracts and rules.

SECTION 4: ASSUMPTIONS

STFPHC has not made any assumptions in this RFP response, and therefore has no assumptions to state.

SECTION 5: APPENDICIES

There are no appendicies included with this response.

Section 6

HUB SUBCONTRACTING PLAN

Rev. 02/16

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to this public requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- *11.2 percent for heavy construction other than building contracts,*
- *21.1 percent for all building construction, including general contractors and operative builders' contracts,*
- *32.9 percent for all special trade construction contracts,*
- *23.7 percent for professional services contracts,*
- *26.0 percent for all other services contracts, and*
- *21.1 percent for commodities contracts.*

--Agency Special Instructions/Additional Requirements--

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy the requirement, only the applicable percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION I: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: South Texas Family Planning & Health Corporation — State of Texas VID #: 17417285212000

Point of Contact: Martha F. Zuniga — Phone #: 361-855-7333 ext. 11

E-mail Address: MarthaZuniga@STFPHC.org — Fax #: 361-851-2067

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. Requisition #: 529-16-0094 — Bid Open Date: 03/30/2016 (mm/dd/yyyy)

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corporation Requisition #: 529-16-0094

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted.** Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☑ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Independent Single Audit Services	%	%	.01 %
2	Cytology Screening and Laboratory Testing Services	%	%	.01 %
3	Female Sterilization Services	%	%	.004 %
4	Physician/Mid-Level Clinician Services	%	%	.05 %
5	Pharmacist-In-Charge Services	%	%	.004 %
6	Hospital and Outpatient Services	%	%	.02 %
7	Radiology-Imaging-Diagnostic Services	%	%	.002 %
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	0.10 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☑ - *No* (If *No*, continue to Item d. of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☑ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 01 Description: Independent Single Audit (Professional Auditing) Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Adriana Buford, CPA, LLC	1943442384400	03/30/2016	☐ - Yes ☑ - No
Hall & Associates, CPA	1743093903700	03/30/2016	☑ - Yes ☐ - No
Accenture	1720542904000	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 01 Description: Independent Single Audit (Professional Auditing Services)

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1.** Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN (Do not enter Social Security Numbers. If you do not know their VID / EIN leave their VID / EIN field blank)	Approximate Dollar Amount	Expected Percentage of Contract
Saunders & Associates	☐ - Yes ☑ - No		$ 10,000	.01 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 03/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 02 Description: Cytology Screening and Laboratory Testing Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be 'day zero' and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jso. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Mireles Technologies	1742742174200	03/30/2016	☐ - Yes ☑ - No
Afful Consulting Corporation	1753021823300	03/30/2016	☑ - Yes ☐ - No
Centex Technologies	1204078903900	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1 SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 02 Description: Cytology Screening and Laboratory Testing Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpass/cmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Quest Diagnostics	☐ - Yes ☑ - No		$ 5,000	.005 %
Center for Disease Detection	☐ - Yes ☑ - No		$ 5,000	.005 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 03 Description: Female Sterilization (Professional Physician Medical) Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) **Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	138399109800	03/30/2016	☐ - Yes ☑ - No
Donald L. Mooney enterprises, LLC, DBA:	1421649440200	03/30/2016	☐ - Yes ☑ - No
Physician Resources, Inc.	1760329606600	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) **trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Hispanic Contractor's Association de San Antonio	03/30/2016	☑ - Yes ☐ - No
Texas Association of African American Chambers of Commerce	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 03 Description: Female Sterilization (Professional Physician Medical) Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1.** Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank	Approximate Dollar Amount	Expected Percentage of Contract
Dr. Roland Vega	☐ - Yes ☑ - No		$ 2500	.0015%
Dr. Charles Kirkham	☐ - Yes ☑ - No		$ 2500	.0015%
Dr. Stan Shoemaker	☐ - Yes ☑ - No		$ 1000	.0005%
Dr. Martin Boyd	☐ - Yes ☑ - No		$ 1000	.0005%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hwb-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 04 Description: Physician/Mid-Level Clinician (Professional) Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) **Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Fidelity Partners Medical Staffing, LLC	1550797256800	03/30/2016	☑ - Yes ☐ - No
CB Global Solutions, LLC	1320383090900	03/30/2016	☐ - Yes ☑ - No
Elite Personnel Consultants, Inc.	1742632901100	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) **trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Hispanic Contractor's Association de San Antonio	03/30/2016	☑ - Yes ☐ - No
Texas Association of African American Chambers of Commerce	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 04 Description: Physician/Mid-Level Clinician (Professional) Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1.** Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Dr. Raleigh Smith	☐ - Yes ☑ - No		$ 1200	.0005%
Terry Trevino Arthur, PA-C	☐ - Yes ☑ - No		$ 9600	.0045%
Suzanne White, PA-C	☐ - Yes ☑ - No		$ 12000	.01%
Andrew Arthur, PA-C	☐ - Yes ☑ - No		$ 12000	.01%
Dr. Esther Khatibi	☐ - Yes ☑ - No		$ 12000	.01%
Donna Broach, APRN	☐ - Yes ☑ - No		$ 12000	.01%
Dr. Connor Chase	☐ - Yes ☑ - No		$ 7200	.0025%
Patricia Olenick, APRN	☐ - Yes ☑ - No		$ 7200	.0025%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbconi-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 05 Description: Pharmacist-In-Charge (Professional) Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) **Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	1383919109600	03/30/2016	☐ - Yes ☑ - No
Fidelity Partners Medical Staffing, LLC	1550797256800	03/30/2016	☑ - Yes ☐ - No
Bracane Company	1900788290500	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) **trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 05 Description: Pharmacist-In-Charge (Professional) Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Stan Gierhan, RPh	☐ - Yes ☑ - No		$ 7800	.004 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 06 Description: Hospital and Outpatient Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (*If Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (*If No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
CB Global Solutions, LLC	1320383090900	03/30/2016	☐ - Yes ☑ - No
Elite Personnel Consultants, Inc.	1742632901100	03/30/2016	☐ - Yes ☑ - No
ProHealth Resources, LTD, LLP	1203904526000	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 06 Description: Hospital and Outpatient Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code 'A' signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN (Do not enter Social Security Numbers. If you do not know the VID / EIN, leave the VID / EIN field blank.)	Approximate Dollar Amount	Expected Percentage of Contract
Care Regional Medical Center	☐ - Yes ☑ - No		$ 12000	.01%
Christus Spohn Hospital	☐ - Yes ☑ - No		$ 12000	.01%
Corpus Christi Medical Center (all campuses)	☐ - Yes ☑ - No		$ 1200	.0007%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, If you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 07 Description: Radiology-Imaging-Diagnostic Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) **Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	1383919109800	03/30/2016	☐ - Yes ☑ - No
CB Global Solutions, LLC	1320383090900	03/30/2016	☐ - Yes ☑ - No
Kersh Risk Management, LLC DBA: Kersh Heal	1452717921300	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) **trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 07 Description: Radiology-Imaging-Diagnostic Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Radiology Associates/Radiology & Imaging	☐ - Yes ☑ - No		$ 1200	.0007 %
Christus Spohn Radiology	☐ - Yes ☑ - No		$ 1200	.0007 %
CCMC Radiology	☐ - Yes ☑ - No		$ 1200	.0007 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corporation Requisition #: 529-16-0094

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Martha F. Zuniga	Executive Director	04-26-2016
	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:20 PM
To:	asiancontractor@gmail.com
Subject:	4 of 7 HUB Subcontracting Opportunity Notices for Association Members
Attachments:	HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf; HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf; HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf; HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

Hello Aletta Banks (Asian Contractor Association): For solicitations #1 - #4

Attached on this email you will find 4 of the 7 different Historically Underutilized Business Subcontracting Opportunity Notices to which your membership may be interested in responding. The deadline by which to reply is April 13, 2016 at noon. The 4 opportunities attached to this email are for services to be delivered in the area of Corpus Christi, Texas and the surrounding counties known as the Coastal Bend. The 4 HUB Subcontracting Opportunity Notices are below with 3 additional notices coming in a separate email immediately after this one.

1) Independent Single Audit Performance
2) Pharmacist-In-Charge Services
3) Hospital Facility and Outpatient Services Use
4) Female Sterilization Performance

Please distribute these 4 opportunities to the members in your association. The other 3, are attached in a separate email which is being sent immediately after. My contact information is on each notice and I am available to answer any questions that any of your members may have. Thank you.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:20 PM
To:	asiancontractor@gmail.com
Subject:	final 3 of 7 HUB Subcontracting Opportunity Notice for Association Members
Attachments:	HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf; HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf; HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

Hello Aletta Banks (Asian Contractor Association): For solicitations #5 - #7

Attached on this email you will find the final 3 of the 7 different Historically Underutilized Business Sub Contracting Opportunity Notices to which your membership may be interested in responding. The deadline by which to reply is April 13, 2016 at noon. The final 3 opportunities attached to this email are for services to be delivered in the area of Corpus Christi, Texas and the surrounding counties known as the Coastal Bend. The notices are for the following HUB subcontracting opportunities:

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6) Cytology Screening and Laboratory Testing Services
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Please distribute these final 3 HUB subcontracting opportunities to the members in your association. The other 4 were sent in an email immediately prior to this one, so you should now have all seven HUB subcontracting opportunities to share with your association's membership. My contact information is on each notice and I am available to answer any questions that any of your members may have. Thank you.

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Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:26 PM
To:	bids@wbea-texas.org
Subject:	first 4 of 7 HUB Subcontracting Opportunity Notices for Association Members
Attachments:	HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf; HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf; HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf; HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

Hello April Day (Women's Business Enterprise Alliance): For Solicitations #1 -#4

Attached on this email you will find 4 of the 7 different Historically Underutilized Business Subcontracting Opportunity Notices to which your membership may be interested in responding. The deadline by which to reply is April 13, 2016 at noon. The 4 opportunities attached to this email are for services to be delivered in the area of Corpus Christi, Texas and the surrounding counties known as the Coastal Bend. The 4 HUB Subcontracting Opportunity Notices are below with 3 additional notices coming in a separate email immediately after this one.

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3) Hospital Facility and Outpatient Services Use
4) Female Sterilization Performance

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Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
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Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:26 PM
To:	bids@wbea-texas.org
Subject:	final 3 of 7 HUB Subcontracting Opportunity Notice for Association Members
Attachments:	HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf; HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf; HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

Hello April Day (Women's Business Enterprise Alliance): For solicitations #5 - #7

Attached on this email you will find the final 3 of the 7 different Historically Underutilized Business Sub Contracting Opportunity Notices to which your membership may be interested in responding. The deadline by which to reply is April 13, 2016 at noon. The final 3 opportunities attached to this email are for services to be delivered in the area of Corpus Christi, Texas and the surrounding counties known as the Coastal Bend. The notices are for the following HUB subcontracting opportunities:

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Please distribute these final 3 HUB subcontracting opportunities to the members in your association. The other 4 were sent in an email immediately prior to this one, so you should now have all seven HUB subcontracting opportunities to share with your association's membership. My contact information is on each notice and I am available to answer any questions that any of your members may have. Thank you.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 4:21 PM
To: 'admin@hcadesa.org'
Subject: first 4 of 7 HUB Subcontracting Opportunity Notices for Association Members
Attachments: HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf; HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf; HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf; HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

For solicitations #1 - #4

Hello Roy Attwood (Hispanic Contractors Association de San Antonio)

Attached on this email you will find 4 of the 7 different Historically Underutilized Business Subcontracting Opportunity Notices to which your membership may be interested in responding. The deadline by which to reply is April 13, 2016 at noon. The 4 opportunities attached to this email are for services to be delivered in the area of Corpus Christi, Texas and the surrounding counties known as the Coastal Bend. The 4 HUB Subcontracting Opportunity Notices are below with 3 additional notices coming in a separate email immediately after this one.

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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 4:22 PM
To: admin@hcadesa.org
Subject: final 3 of 7 HUB Subcontracting Opportunity Notice for Association Members
Attachments: HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf; HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf; HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

For Solicitations # 5 - #7

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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 4:23 PM
To: 'cro@taaacc.org'
Subject: first 4 of 7 HUB Subcontracting Opportunity Notices for Association Members
Attachments: HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf; HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf; HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf; HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

For Solicitations #1 - #4

Hello Charles O'Neil (Texas Association of African American Chambers of Commerce):

Attached on this email you will find 4 of the 7 different Historically Underutilized Business Subcontracting Opportunity Notices to which your membership may be interested in responding. The deadline by which to reply is April 13, 2016 at noon. The 4 opportunities attached to this email are for services to be delivered in the area of Corpus Christi, Texas and the surrounding counties known as the Coastal Bend. The 4 HUB Subcontracting Opportunity Notices are below with 3 additional notices coming in a separate email immediately after this one.

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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 4:24 PM
To: 'cro@taaacc.org'
Subject: final 3 of 7 HUB Subcontracting Opportunity Notice for Association Members
Attachments: HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf; HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf; HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

For Solicitations # 5 - #7

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Website: www.STFPHC.org
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Glenn Hegar

Texas Comptroller of Public Accounts

Related Links

- CMBL Program
- HUB Certification Agreements
- Vendor Performance Tracking System
- Vendor Advocacy Committee (VAC)

External Links

- Texas Government Code, Chapter 2161
- Texas Administrative Code, Chapter 20, Subchapter B

Minority & Women Organization Links

The Statewide HUB Program collaborates with various minority and women business trade organizations and development centers to circulate information pertaining to the initiatives of the Statewide HUB Program. Identified below are some of the minority and women trade organizations and development centers the Statewide HUB Program has work with. In addition, these entities have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their minority and woman-owned business members.

NOTE: The entities listed above have consented to be listed on this site and have agreed to participate in allowing vendors to provide them with notice of their subcontracting opportunities per TAC §20.14. To be added to the list, please call or email the Statewide HUB Marketing Coordinator, at (512) 463-5894 or

[+] Asian Contractor Association

Website:	www.acta-austin.com
Contact:	Aletta Banks
Email:	asiancontractor@gmail.com
Phone:	512-926-5400
Fax:	512-926-5410

[+] Dallas/Fort Worth Minority Supplier Development Council

Website:	www.dfwmsdc.com
Contact:	Rafia Floyd
Email:	rafia@dfwmsdc.com, sourcing@dfwmsdc.com

Phone: 214-630-0747
Fax: 214-637-2241

[+] El Paso Hispanic Chamber of Commerce

Website: www.ephcc.org
Contact: Terri Reed
Email: treed@ephcc.org
Phone: 915-566-4066
Fax: 915-566-9714

[+] Golden Triangle Minority Business Council

Website: www.gtmbc.com
Contact: Beverly H. Hatcher
Email: hatcher.beverly@gtmbc.com
Phone: 409-962-8530
Fax: 409-722-5402

[+] Hispanic Contractors Association de San Antonio

Website: www.hcadesa.org
Contact: Roy Attwood
Email: admin@hcadesa.org
Phone: 210-444-1100
Fax: 210-444-1101

[+] Houston Minority Supplier Development Council

Website: www.hmsdc.org
Contact: Angela Freeman, Terry Williams
Email: angela.freeman@hmsdc.org, terry.williams@hmsdc.com

Phone: 713-271-7805
Fax: 713-271-9770

[+] Regional Hispanic Contractors Association (RHCA)

Website: www.TAMACC.org
Contact: Julio E. Florez
Email: Julio@regionalhca.org
Phone: 972-786-0909
Fax: 972-786-0910

[+] South Central Texas Regional Certification Agency

Website: www.sctrca.org
Contact: Julio Fuentes
Email: jfuentes@sctrca.org
Phone: 210-227-4722
Fax:

[+] Southwest Minority Supplier Development Council

Website: http://www.smsdc.org
Contact: Noelle Flowers
Email: Noelle@smsdc.org
Phone: 512-386-8766
Fax: 512-386-8958

[+] Texas Association of African American Chambers of Commerce (TAAACC)

Website: www.taaacc.org
Contact: Charles O'Neal
Email: cro@taaacc.org
Phone: 512-535-5610

[+] Texas Association of Mexican American Chambers of Commerce (TAMACC)

Website: www.TAMACC.org
Contact: Pauline Anton
Email: panton@TAMACC.org
Phone: 512-444-5727

[+] Tri-County Black Chamber of Commerce

Website: http://www.tcbcc.org/
Contact: Leondria Thompson
Email: procurement@tcbcc.org
Phone: 832-875-3977
Fax: 281-336-0870

[+] US Pan Asian American Chamber of Commerce SW

Website: www.uspaacc-sw.org
Contact: Grace McDermott
Email: gmcdermott@uspaacc-sw.org
Phone: 682-367-1393
Fax: 817-469-9485

[+] Women's Business Council - Southwest

Website: http://www.wbcsouthwest.org
Contact: Lauren Williams
Email: lwilliams@wbcsouthwest.org
Phone: 817-299-0566

[+] Women's Business Enterprise Alliance

Website: www.wbea-texas.org
Spritsdtcy (April Day) ✓
Email: bids@wbea-texas.org
Phone: 713-681-9232

texas4hubs@cpa.state.tx.us.

In 2015, the Texas Legislature passed House Bill 855, which requires state agencies to publish a list of the three most commonly used Web browsers on their websites. The Texas Comptroller's most commonly used Web browsers are Microsoft Internet Explorer, Google Chrome and Apple Safari.

×

South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

"Serving you with excellence, commitment, and pride every single day!"

#1

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
INDEPENDENT SINGLE AUDIT (PROESSIONAL AUDITING) SERVICES
Commodity Codes: 946-20; 918-4; 946-31
DATE OPENED: MARCH 30, 2016 DATE CLOSED: APRIL 13, 2016 at noon

Scope of Work:
Independent Single Audit to be conducted on agency, including SAS 99 standards for fiscal year audit. Applicable circulars/standards are: OMB Circular A-133, most current Uniform Grants Management Standards for Government Auditing, and Single Audit Act, etc. Anticipated Funding Sources for the agency, include: Title X, Medicaid, TWHP, Healthy Texas Women, Primary Health Care Funds, Expanded Primary Health Care Funds, Patient Collections, Donations, and Breast & Cervical Cancer Funds for a total agency budget about $3+ million.

Location of Work – Plans/Specifications:
The work is done at South Texas Family Planning & Health Corporation in Corpus Christi, Texas. The agency is a non-profit, 501-C-3 corporation that provides family planning, men's health, breast & cervical cancer, & other health services to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers with expanded primary care; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project, as well as 1administrative office.

Bonding/Insurance Requirements:
The auditing firm must have professional liability to cover all acts & services done for South Texas Family Planning & Health Corporation as independent auditors.

Required Qualifications:
The Firm must be a CPA firm that is licensed to conduct Single Audits and has experience auditing private, non-profit, 501-C-3 agencies like South Texas Family Planning & Health Corporation (which receive public funding from the government thru the Texas Department of State Health Services, Federal Region, and local resources).

A complete audit report must be done no later than 9 months after the fiscal year's end. The fiscal year ends on August 31. Field work to be done in one week between February thru March months. A copy of the final "draft" audit report must be submitted for board of director's review by April 25 with a final report submitted no later than May 15.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by persons/firms interested in conducting audit.

Deadlines/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 5:06 PM
To: abuford@bufordcpa.com
Subject: HUB Subcontracting Opportunity Notice for Performance of Independent Single Audit
Attachments: HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf

Hello Adriana Buford (Adriana Budord, CPA, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in performing the independent single audit for our agency. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:08 PM
To:	'alvinhall@austin.rr.com'
Subject:	HUB Subcontracting Opportunity Notice for Performance of Independent Single Audit
Attachments:	HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf

Hello Alvin J. Hall (Hall & Associates, CPA):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in performing the independent single audit for our agency. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Call Returned.
Answered question.
Might but not sure
about bidding.

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:09 PM
To:	'thomas.pettit@accenture.com'
Subject:	HUB Subcontracting Opportunity Notice for Performance of Independent Single Audit
Attachments:	HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf

Hello Thomas Pettit (Accenture):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in performing the independent single audit for our agency. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 5:07 PM
To: 'anil.patel@ajantaconsulting.com'
Subject: HUB Subcontracting Opportunity Notice for Performance of Independent Single Audit
Attachments: HUB Subcontracting Opportunity Notice - Independent Single Audit.pdf

Hello Anil Patel (Ajanta Consulting, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in performing the independent single audit for our agency. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 35 vendors, 35 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=946,Section1 Item(s)=(31)

Back 946-31 CPA Services

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibilit
1943442384400	ADRIANA BUFORD CPA, LLC	Adriana Buford	AUSTIN	abuford@bufordcpa.com	Active	A-Active	HI
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	AUSTIN	anil.patel@ajantaconsulting.com	Active	A-Active	AS
1260314179200	ALICIA SANDERS, CPA PC	Pres/Alicia Sanders	DALLAS	aliciadsanders@gmail.com	Active	A-Active	BL
1452038614600	BANKOLE, OKOYE & ASSOCIATES, P.C.	Abiodun O. Bankole	HOUSTON	abankole@boacpas.com	Active	A-Active	BL
1800446986400	DIRECT LINE TO COMPLIANCE, INC.	Monica Brown Adeeko	HOUSTON	monica.brown@dl2c.com	Active	A-Active	BL
1742528044700	DK PARTNERS, P.C.	Steve Kangas	WEST LAKE HILLS	steve@dktxcpa.com	Active	A-Active	HI
1461776310800	DOLORES A. AMADOR, CPA	DOLORES A. AMADOR	SAN ANTONIO	AMADORDOLORESA@AOL.COM	Active	A-Active	HI
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	AUSTIN	cristina@dottpt.com	Active	A-Active	WHERE
			MISSOURI			A-	

1204201883300	DWG CPA PLLC	Darrell W Groves	CITY	info@dwgcpatx.com	Active	Active	BL
1271871164600	EDWARD L Kigozi PLLC	EDWARD L Kigozi PLLC	DALLAS	kigozi.elk@gmail.com	Active	A-Active	BL
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	HOUSTON	ben@gomezandco.com	Active	A-Active	HI
1743093903700	HALL & ASSOCIATES, CPA	Pres./Alvin J. Hall	ROUND ROCK	alvinhall@austin.rr.com	Active	A-Active	BL
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	Active	A-Active	WHERE
1760550769200	INTEGRATED NETWORK SOLUTIONS, INC.	Pres./CHRISTOPHER BALQUE	HOUSTON	cgbalque@insi-net.com	Active	A-Active	BL
1061827717100	JN3 GLOBAL ENTERPRISES, LLC DBA EXCEL GL	James Nowlin	AUSTIN	jnowlin@excelglobalpartners.com	Active	A-Active	BL
1463248961400	JSTOOGOOD LLC	Jaime Toogood	WICHITA FALLS	jaime@jstoogood.com	Active	A-Active	WHERE
1752962352600	KELLOGG AND KELLOGG, P.C.	Dina Kellogg	BENBROOK	dina@kelloggandkellogg.com	Active	A-Active	HI
1463193000600	KF TAX & ACCOUNTING, P.C	Kemi Nwagbo, CPA	ROUND ROCK	kemi@kftaxandfinancials.com	Active	A-Active	BL
1510606674700	LACEY NEWDAY CONSULTING, LLC	Principal/Sidney E. Lacey	HOUSTON	slacey@LNCHouston.com	Active	A-Active	BL
1261714135800	MARIGA CPA PLLC	Susanne Mariga	HOUSTON	smariga@marigacpa.com	Active	A-Active	BL
1760488832500	MCCONNELL & JONES LLP	Ira Wayne McConnell	HOUSTON	info@mjlm.com	Active	A-Active	BL
1460991289500	MLHUBBARD, PLLC	Michelle Hubbard	FULSHEAR	michelle@mlhubbard.com	Active	A-Active	WHERE
1800422253700	OKAFOR & ASSOCIATES, PC	Chris Okafor	AUSTIN	chris.okafor@okaforcpa.com	Active	A-Active	BL

1742642884700	PENA BRIONES MCDANIEL & CO. PC	Teri Reinert	STEP	teri@cpaelpaso.com	Active	A-Active	HI
1760383074000	PETROSEWICZ & COMPANY, INC.	President/Norma Montalvo Petrosewicz	RICHMOND	info@petrocpa.com	Active	A-Active	HI
1810554322900	R. MENDOZA & COMPANY, P.C.	Mging Shareholder / Rosie Mendoza	AUSTIN	rosiem@rmendozacpa.com	Active	A-Active	HI
1061779767400	RECRUIT VETERANS	Kimberly Carella	CEDAR PARK	kimberly.carella@recruitveterans.com	Active	A-Active	HI
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	AUSTIN	alauney@resourceintegrators.com	Active	A-Active	WHERE
1742653274700	RICHARD M BURRIOLA, P.C.	RICHARD M. BURRIOLA	SAN ANTONIO	rmb@rmburriolacpa.com	Active	A-Active	HI
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WHERE
1473537578500	THE ALLEN CPA FIRM, PLLC	Robert Allen	HOUSTON	robert@theallencpafirm.com	Active	A-Active	BL
1270033290601	THE BRADBY GROUP	Owner/Claudell Bradby	SPRING	bradbycpa@sbcglobal.net	Active	A-Active	BL
1203206983800	VANDERSLICE CONSULTING	Owner/CAMILLE VANDERSLICE	AUSTIN	camille@dbtxcpa.com	Active	A-Active	WHERE
1264815552600	VARGAS CPA, PC	ARTURO VARGAS	ANTHONY	avargas@vargascpa.com	Active	A-Active	HI
1742766150300	VARGAS, PC	President/Arturo Vargas	STEP	avargas@vargascpa.com	Active	A-Active	HI

Search found 35 vendors, 35 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=946,Section1 Item(s)=(31)

Back

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Results For CMBL only Search

Search found 157 vendors, 75 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=CMBL Only,Section1 Class Code=918,Section1 Item(s)=(4)

Back 918-4 Acctg/Auditing/Budget Consulting

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	H S
1720542904000	ACCENTURE	Thomas Pettit	AUSTIN	Thomas.Pettit@accenture.com	Active	Li
1943442384400	ADRIANA BUFORD CPA, LLC	Adriana Buford	AUSTIN	abuford@bufordcpa.com	Active	A
1320293031200	AFFILIATED COMPUTER SERVICES INC	Bid Desk Coordinator / Jodi Bullard	DALLAS	biddesk.fc-sls@xerox.com	Active	Li
1473330892900	AGUIRRE PROJECT RESOURCES LLC	Charles Aguirre	GRAND PRAIRIE	charles.a@apr3d.com	Active	A
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	AUSTIN	anil.patel@ajantaconsulting.com	Active	A
1260314179200	ALICIA SANDERS, CPA PC	Pres/Alicia Sanders	DALLAS	aliciadsanders@gmail.com	Active	A
1752196632900	ALPHONSO SOLOMON AND COMPANY, INC.	Alphonso Solomon	CEDAR HILL	asolomon@ascmgtconsultants.com	Active	A
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	HOUSTON	mbanderson@andtechllc.com	Active	A
1455437100600	ARTISAN CONSULTING, LLC	Clay Childs	AUSTIN	clay.childs@TeamArtisan.com	Active	Li
1264396764400	ATTAIN LLC	Mark Davis, Executive Vice President	MCLEAN	mcdavis@attain.com	Active	Li
1473650239500	AUSTINSTRATEGY, LLC	DONNA R. HOLLIDAY	WIMBERLEY	DONNA.HOLLIDAY@AUSTINSTRATEGY.COM	Active	A
1270613679800	BAILEY'S PREMIER SERVICES LLC	Tamiko W Bailey	FORT WORTH	twbailey@baileyspremierservices.com	Active	A

1474658721200	BALLADA GROUP LLC	Ravi Ballada	AUSTIN	ballada@bitsuniversal.com	Active	Ir
1452038614600	BANKOLE, OKOYE & ASSOCIATES, P.C.	Abiodun O. Bankole	HOUSTON	abankole@boacpas.com	Active	A
1135381590200	BDO SEIDMAN, LLP	Michael van Strien	HOUSTON	mvanstrien@bdo.com	Active	Ir
1820554084400	BELMONT ICEHOUSE	Drew Holmgreen	DALLAS	drew@belmonticehouse.com	Active	Ir
1262686915500	BELT HARRIS PECHACEK, LLLP	Robert Belt	HOUSTON	rbelt@txauditors.com	Active	Ir
1010523282000	BERRY, DUNN, MCNEIL & PARKER, LLC	Timothy Masse	PORTLAND	rfps@berrydunn.com	Active	Ir
1203385518500	BEVERLY A. DUNN	BEVERLY A. DUNN, PRINCIPAL CONSULTANT	DALLAS	dunnassociates@tx.rr.com	Active	Ir
1112617163300	BLACKBAUD INC.	Natalie Phillips	DANIEL ISLAND	natalie.phillips@Blackbaud.com	Active	Ir
1742219730500	BLACKRIDGE	John Shepperd	AUSTIN	jshepperd@blackridgetx.com	Active	Ir
1351178661100	BLUE & CO., LLC	Scott Treida	CARMEL	streida@blueandco.com	Active	Ir
1270052733100	BRIDGEPOINT CONSULTING, LLC	Michael H. Johnson	AUSTIN	mjohnson@bridgepointconsulting.com	Active	Ir
1463381065100	BUSINESS & FINANCIAL MANAGEMENT SOLUTION	Ida M. Ash	AUSTIN	mara.ash@bafsolutions.com	Active	A
1462339453400	C.B.K. COMPUTING LLC	Beshara Shaleesh	AUSTIN	admin@cbkcomputing.com	Active	A
1421564752100	CAPGEMINI GOVERNMENT SOLUTIONS LLC	Jon Samuelson	AUSTIN	jon.samuelson@capgemini.com	Active	Ir
1464681000300	CENTRAL TREASURY, LLC.	AARON JONES	FRISCO	INFO@CENTRALTREASURY.COM	Active	A
1590918189100	CH2M HILL INC	Peter Sodeika	HOUSTON	peter.sodeika@ch2m.com	Active	Ir
1474598294300	CHIVALRY CAPITAL PARTNERS	VALENTINE NWANKWO	HOUSTON	vnwankwo@chivalrycp.com	Active	A
	CIVIC					

1273944234600	INITIATIVES	Derrek Davis	AUSTIN	ddavis@civicinitiatives.com	Active	I
1221478099600	COHNREZNICK LLP	PAUL RAFFENSPERGER	BETHESDA	michaela.clifford@cohnreznick.com	Active	I
1061817188700	CONAWAY CONSULTING, INC.	DEBORAH M. CONAWAY	AUSTIN	debbie@conawayconsulting.com	Active	A
1472921170700	CONSTRUCTION DIVERSITY GROUP	Steven N. Hadley II	KINGWOOD	shadley@cdgroup.us	Active	A
1452046830800	CONVECTUS SOLUTIONS, LLC	Joanne Ung	DALLAS	joanne.ung@convectus.com	Active	A
1820424286300	CRI ADVANTAGE, INC.	Monte Brookshier	BOISE	mbrookshier@criadvantage.com	Active	I
1350921680300	CROWE HORWATH LLP	Della Bruntz	DALLAS	proposal.center@crowehorwath.com	Active	I
1260227555900	CROXTON & CROXTON, INCORPORATED	Pres./Harry M. Croxton	ARLINGTON	hmcroxton@croxtonandcroxton.com	Active	A
1742760714200	DAMAN CONSULTING, INCORPORATED	Chairman/Bhala Ghatate	WEST LAKE HILLS	glal@damanconsulting.com	Active	A
1742796670400	DAMAN INC	Gita Lal	WEST LAKE HILLS	hub@damaninc.com	Active	A
1743020456400	DATASTREAM TECHNOLOGIES, LLC	President/Betty Aguilar	SPRING BRANCH	baguilar@datastreamllc.net	Active	A
1133891517300	DELOITTE & TOUCHE	Kindra Allen	AUSTIN	kindraallen@deloitte.com	Active	I
1061454513400	DELOITTE CONSULTING LLP	Sheryl A Freeborn	AUSTIN	sfreeborn@deloitte.com	Active	I
1135133500200	DELOITTE LLP	Sheryl Freeborn	AUSTIN	sfreeborn@deloitte.com	Active	I
1560747981100	DIXON HUGHES GOODMAN LLP	Ben Sady	FORT WORTH	ben.sady@dhgllp.com	Active	I
1742528044700	DK PARTNERS, P.C.	Steve Kangas	WEST LAKE HILLS	steve@dktxcpa.com	Active	A
1721219070000	DKJ GROUP, INC.	PRESIDENT/DARWIN K. JOHNSON	ALLEN	darkay@aol.com	Active	A
	DOTT PROFESSIONAL &					

1742756644700	TECHNICAL SERVICES	CRISTINA FELDOTT	AUSTIN	cristina@dottpt.com	Active	A
1204201883300	DWG CPA PLLC	Darrell W Groves	MISSOURI CITY	info@dwgcpatx.com	Active	A
1911482332100	DYE MANAGEMENT GROUP INC	Crystal Milam	KIRKLAND	cmilam@dyemanagement.com	Active	I
1270922307200	E-PROCUREMENT CONSULTANTS.	Manager/Lisa M. Thompson	DESOTO	james1133@tx.rr.com	Active	A
1760646591600	EBUSINESS 1, INC.	Ron McFarlane	HOUSTON	ron.mcfarlane@eb1.us	Active	I
1271871164600	EDWARD L KIGOZI PLLC	EDWARD L KIGOZI PLLC	DALLAS	kigozi.elk@gmail.com	Active	A
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A
1742900737400	ERNEST R. GARZA AND COMPANY, P.C.	Pres./ERNEST R. GARZA	CORPUS CHRISTI	ERNESTRGARZA@HOTMAIL.COM	Active	I
1346565596000	ERNST & YOUNG, LLP	David R. Miller	AUSTIN	david.miller3@ey.com	Active	I
1202848260700	FAST501C3, INCORPORATED	Carmen Forge	IRVING	info@fast501c3.com	Active	I
1043099750100	GARTNER, INC.	Stephanie Lendecky, State of Texas Client Dir	AUSTIN	stephanie.lendecky@gartner.com	Active	I
1751380234200	GARY R. TRAYLOR & ASSOCIATES, INC.	President / Gary R. Traylor	TYLER	gary@grtraylor.com	Active	I
1202080146500	GARZA PROGRAM MANAGEMENT L.L.C.	RICHARD P. GARZA	DALLAS	richard.garza@garzapm.com	Active	A
1741867466300	GARZA/GONZALEZ & ASSOCIATES	Rene E.Gonzalez, CPA Senior Partner	SAN ANTONIO	regonzalez@gga-cpa.biz	Active	A
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	HOUSTON	ben@gomezandco.com	Active	A
1352317159600	GOVERNMENT PROCUREMENT	President/Janet Hasty	SPICEWOOD	janet@gpstraining.biz	Active	A

	SERVICES					
1366055558500	GRANT THORNTON LLP	sales	DALLAS		Active	I
1743093903700	HALL & ASSOCIATES, CPA	Pres./Alvin J. Hall	ROUND ROCK	alvinhall@austin.rr.com	Active	A
1272223411400	HARRIS & DICKEY, LLC	Helen Dickey	DALLAS	helen.dickey@harris-dickey.com	Active	A
1382599727601	HEALTH MANAGEMENT ASSOCIATES INC	Michelle Jansen	AUSTIN	mjanssen@healthmanagement.com	Active	I
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	Active	A
1454376117600	HR GOVSOLUTIONS, LLC	Bruce Butler	HOUSTON	brucebutler@hrgovsolutions.com	Active	A
1205616525600	HT STAFFING SOLUTIONS, LLC DBA	Carolyn Burgess	ORANGE	bids@thehtgroup.com	Active	A
1263192501800	IKASO CONSULTING	Reiko Osaki	SAN BRUNO	rosaki@ikasoconsulting.com	Active	I
1591961607600	INFORMATION SYSTEMS OF FLORIDA	Jonathan Conrad	JACKSONVILLE	sales@isf.com	Active	I
1931064755700	INFORMATIX, INC.	Michele Blanc Chief Operations Officer	SACRAMENTO	procurement@informatixinc.com	Active	I
1208775560400	INSIGHT GLOBAL	Edward Crump	ATLANTA	ecrump@insightglobal.net	Active	I
1223880260200	INSTANT DATA TECHNOLOGIES DBA INDATECH	Bede Ramcharan	SAN ANTONIO	bramcharan@indatatech.com	Active	A
1760550769200	INTEGRATED NETWORK SOLUTIONS, INC.	Pres./CHRISTOPHER BALQUE	HOUSTON	cgbalque@insi-net.com	Active	A
1453689374700	INTEGRATEUS LLC	Sona Nair	ROUND ROCK	sonak@integrateus.com	Active	A
1471172582100	INTEGRITY BUSINESS SOLUTIONS	George Bunting	DALLAS	get.bunting@gmail.com	Active	I
1261376530900	INTERNATIONAL CONSULTING ACQUISITION	Nathan Frey	AUSTIN	nathan.frey@isg-one.com	Active	I

	COR					
1760150767000	INTERTECH CONSULTING, INC.	Donald D. Clayton	HOUSTON	dclayton@intertech.us	Active	Li
1465227320300	JANICE DUGAR DAVIS, LLC	Janice D Davis	BUFFALO	jdugardavis@yahoo.com	Active	A
1471408371500	JDGRAY GROUP LLC	Jason Gray	FRISCO	jason@jdgraygroup.com	Active	Li
1841495116201	JIM VITALE & ASSOCIATES INC	LYNDA VITALE President	JOHNSTOWN	Lyndavitale@att.net	Active	Li
1061827717100	JN3 GLOBAL ENTERPRISES, LLC DBA EXCEL GL	James Nowlin	AUSTIN	jnowlin@excelglobalpartners.com	Active	A
1465275784100	JUAREZ CPA PLLC	Antonio Juarez, EdD, CPA	RANCHO VIEJO	ajuarezcpa@juarez-cpa.com	Active	Li
1264708463600	KAEPPEL CONSULTING, LLC	Scott Kaeppel	SAN ANTONIO	scott@kaeppelconsulting.com	Active	Li
1462041771800	KDAWN LLC	KELLY HARRIS	CANTON	kharris@kdawnllc.com	Active	Li
1752962352600	KELLOGG AND KELLOGG, P.C.	Dina Kellogg	BENBROOK	dina@kelloggandkellogg.com	Active	A
1231690418900	KFORCE GOVERNMENT SOLUTIONS, INC.	John Warren	FAIRFAX	jwarren@kforcegov.com	Active	Li
1593264661300	KFORCE PROFESSIONAL STAFFING	Aaron Botana	AUSTIN	pbotana@kforce.com	Active	Li
1135565207100	KPMG LLP	Susan Warren	AUSTIN	smwarren@kpmg.com	Active	Li
1463127624400	KYTHE, LLC	Mike Erwin	AUSTIN	merwin@kythellc.com	Active	Li
1510606674700	LACEY NEWDAY CONSULTING, LLC	Principal/Sidney E. Lacey	HOUSTON	slacey@LNCHouston.com	Active	A
1752366359300	LANYON SOLUTIONS INC.	Alex Grace	DALLAS	alex.grace@lanyon.com	Active	Li
1451564196800	LANZ & SWINNEY, LLC	Jonathan Lanz	HOUSTON	jlanz@lanzandswinney.com	Active	A
1760522580800	LIBERTY EQUIPMENT SALES, INC.	President/Cynthia R Leftwich	HOUSTON	sales@libertyequipmentsales.com	Active	A

1460812358500	LMI,THE RENAISSANCE GROUP, LLC	Leanne Edwards	HIGHLAND VLG	leanne.edwards@leadershipmanagement.net	Active	I
1260878674000	LONE STAR NOC, INC.	Robert Birdwell	FORT WORTH	sbirdwell@lonestar-cs.com	Active	A
1470986297400	LYNCVERSE TECHNOLOGIES, INC.	Shearrard Thomas	HOUSTON	sthomas@lyncverse.com	Active	A
1752585489300	LYNESS CONSTRUCTION	Jeff Sitz	CLEBURNE	jeff.sitz@lynessconstruction.com	Active	I
1752132118600	M&A TECHNOLOGY, INC.	Donna Shepard	CARROLLTON	melwany@macomp.com	Active	A
1541000588600	MAXIMUS	Tere Ramserran	RESTON	rfpinfo@maximus.com	Active	I
1760488832500	MCCONNELL & JONES LLP	Ira Wayne McConnell	HOUSTON	info@mjlm.com	Active	A
1030399429600	MERCURY ASSOCIATES, INC.	Bradley J. Kelley	HOUSTON	bkelley@mercury-assoc.com	Active	I
1461227164400	MIG ADVISORS	Recie Medlock	HOUSTON	contact@migadvisors.com	Active	I
1460991289500	MLHUBBARD, PLLC	Michelle Hubbard	FULSHEAR	michelle@mlhubbard.com	Active	A
1742809795400	MONDAY RUFUS & CO., P.C.	MONDAY RUFUS	AUSTIN	MONDAY@MONDAYRUFUS.COM	Active	A
1743012825001	MORNINGSIDE RESEARCH AND CONSULTING, INC	President / Shari Holland	AUSTIN	sholland@morningsideresearch.com	Active	A
1910189318800	MOSS ADAMS LLP	Daniel Vincent	IRVINE	daniel.vincent@mossadams.com	Active	I
1481164042500	MYERS AND STAUFFER LC	Marketing Coordinator	KANSAS CITY	bids@msic.com	Active	I
1208585730300	NICHE ASSURANCE LLC	Peter Kiilu	HOUSTON	kiilu@nicheconsult.net	Active	A
1260828246800	ONE SOURCE INTERNATIONAL, LLC	Roderick Jackson	HOUSTON	roderick@osi-llc.com	Active	A
1741650885500	PADGETT, STRATEMANN & CO., LLP	Mike O'Brien, Partner	AUSTIN	mike.obrien@padgett-cpa.com	Active	I
1742930829300	PALOMAR FINANCIAL, LC	Mark F. Bennett	AUSTIN	mfbennett@palomarfin.com	Active	I

1760383074000	PETROSEWICZ & COMPANY, INC.	President/Norma Montalvo Petrosewicz	RICHMOND	info@petrocpa.com	Active	A
1364217363000	PHOENIX BUSINESS, INC.	Hanif Sarangi	HALTOM CITY	rfpteam@phoenixteam.com	Active	I
1203750929100	PIONEER TECHNOLOGY GROUP	Tim Nemethy	SANFORD	tnemethy@ptghome.com	Active	I
1205186671800	PMCS SERVICES INC	Rebecca Dodge	ROUND ROCK	bids@pmcsservices.com	Active	A
1453301414900	POPE CONSULTING	Missy Pope	AUSTIN	missy@popeconsult.com	Active	A
1460675976000	POWER CONSULTING AND SEARCH LLC	Melinda Le-Compte	AUSTIN	melinda@powerconsultingandsearch.com	Active	A
1742961703200	PREFERRED IT STAFFING SOLUTIONS, INC DBA	Pres./Tina G. Guerrero	ROUND ROCK	tina.ehrlich@preferredstaffing.net	Active	I
1330846653400	PRELUDE SYSTEMS, INC	Vince Burns	AUSTIN	vburns@preludesys.com	Active	I
1760291279600	PROFESSIONAL UTILITY SERVICCES, INC.	Jeremy Cochran	CROSBY	cjeremy635@aol.com	Active	I
1752914934000	PROSOFT SOLUTIONS, LLC	Glenn Stephens	BARTONVILLE	glenn@prosoftsolutions.net	Active	I
1520942141900	PUBLIC TECHNOLOGY INSTITUTE	Ronda Mosley	ALEXANDRIA	rmosley@pti.org	Active	I
1861105673200	QUICK RESPONSE SYSTEMS, INC	President/DAVID O ADEYEMO	GRAND PRAIRIE	YINKA@QRSYSTEMS.COM	Active	A
1810554322900	R. MENDOZA & COMPANY, P.C.	Mging Shareholder/Rosie Mendoza	AUSTIN	rosiem@rmendozacpa.com	Active	A
1742637796000	RESOLUTION OVERSIGHT CORPORATION	PRESIDENT/ERNESTO GARZA	SAN ANTONIO	eagarzasdr@aol.com	Active	A
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	AUSTIN	alauney@resourceintegrators.com	Active	A

1201142216400	REVQ	Account Manager / Brett Sivits	VANCOUVER	brett.sivits@revq.com	Active	Ir
1742779528500	ROMANYK CONSULTING CORP	Andrew N Romanyk	PLANO	nick.romanyk@romanykconsulting.com	Active	Ir
1420714325700	RSM US LLP	Philip Lehr	DALLAS	philip.lehr@rsmus.com	Active	Ir
1474351532300	S3 TRANSITIONS, LLC	Todd Spinks, Ph.D.	WEATHERFORD	todd.spinks@s3transitions.com	Active	Ir
1383944406700	SEER CONSULTING LLC	Wanalisa Smith	MESQUITE	lsmith@seerconsultingllc.com	Active	A
1752713409600	SENSE CORP	Jimmy Schatte	AUSTIN	tx-govsales@sensecorp.com	Active	Ir
1820573641800	SISTEMA TECHNOLOGIES, INC.	Joe Vallejo, Business Cell 210-863-9777	SAN ANTONIO	joe@sistematechnologies.com	Active	A
1943222765000	SPERRY CAPITAL INC.	Bryant Jenkins	SAUSALITO	bjenkins@sperrycapital.com	Active	Ir
1275380940400	SQBLUESKY, INC.	Florence Lowe	DALLAS	flowe@sqbluesky.com	Active	A
1461348124200	STACHE & ASSOCIATES LLC	Lillie Ritter	RICHMOND	lillie.ritter@stacheandassociates.com	Active	A
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A
1752381685200	STRATEGY 7 CORPORATION	Bruce Galinet	CARROLLTON	dawn@s7.com	Active	Ir
1030556339600	SUNERA LLC	Laura Dunlap	TAMPA	rfp@sunera.com	Active	Ir
1462251150000	SWIFT SOLUTIONS	Deborah A Swift	AUSTIN	shea@swift-solutions.org	Active	A
1264508272300	TDA CONSULTING, INC	Henry Alvarez	SAN ANTONIO	halvarez@tdainc.org	Active	A
1061651327000	TECHNOFINA SERVICES INC	Surya S	NY	admin@technofina.com	Active	Ir
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	AUSTIN	kconnolly@txtcgroup.com	Active	A
1473537578500	THE ALLEN CPA FIRM, PLLC	Robert Allen	HOUSTON	robert@theallencpafirm.com	Active	A
1581823492200	THE NORTH HIGHLAND	John Fleming	HOUSTON	john.fleming@northhighland.com	Active	Ir

	COMPANY					
1020790133000	THE SEVERSON GROUP	Robert Severson	SAN MARCOS	robert@theseversongroup.com	Active	I
1203386388200	THE WARREN GROUP	MICHAEL C. WARREN, CPA	NASHVILLE	warrengroup@comcast.net	Active	I
1760058108000	THE WHITAKER COMPANIES	Kristen Gaustad	HOUSTON	kristeng@whitakerIT.com	Active	I
1742935675500	TPMG	SHANNON BRIGGS	AUSTIN	shannon@tpmgov.com	Active	A
1746000203701	UT PROFESSIONAL DEVELOPMENT CENTER	Kristy Bradford	AUSTIN	kristy.bradford@austin.utexas.edu	Active	I
1462085042100	VANESSA M. JOHNSON, CPA, LLC	Vanessa Johnson	HOUSTON	vanessa@vmjohnsoncpa.com	Active	A
1742766150300	VARGAS, P.C.	President/Arturo Vargas	EL PASO	avargas@vargascpa.com	Active	A
1750786316900	WEAVER AND TIDWELL, L.L.P.	Elena Westbrook	AUSTIN	proposals@weaver.com	Active	I
1262714292500	WILLIAMS DATA SERVICES	Patsy Williams	BARTLETT	williamsdata@aol.com	Active	A
1131996647601	XEROX STATE & LOCAL SOLUTIONS, INC.	Tim Stapleton	FAIRFAX	BIDDESK.FC-SLS@xerox.com	Active	I

Search found 157 vendors, 75 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=CMBL Only,Section1 Class Code=918,Section1 Item(s)=(4)

Back

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Results For HUBs on CMBL Search

Search found 44 vendors, 44 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=946,Section1 Item(s)=(20)

Back 946-20 Auditing

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibi
1943442384400	ADRIANA BUFORD CPA, LLC	Adriana Buford	AUSTIN	abuford@bufordcpa.com	Active	A-Active	HI
1260314179200	ALICIA SANDERS, CPA PC	Pres/Alicia Sanders	DALLAS	aliciadsanders@gmail.com	Active	A-Active	BL
1452038614600	BANKOLE, OKOYE & ASSOCIATES, P.C.	Abiodun O. Bankole	HOUSTON	abankole@boacpas.com	Active	A-Active	BL
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	BL
1463381065100	BUSINESS & FINANCIAL MANAGEMENT SOLUTION	Ida M. Ash	AUSTIN	mara.ash@bafsolutions.com	Active	A-Active	HI
1742642208900	CAROLYN ARNOLD-COMMUNICATIONS	CAROLYN ARNOLD	BOERNE	carolyn@caccinc.com	Active	A-Active	WO
1260227555900	CROXTON & CROXTON, INCORPORATED	Pres./Harry M. Croxton	ARLINGTON	hmcroxton@croxtonandcroxton.com	Active	A-Active	BL
1800446986400	DIRECT LINE TO COMPLIANCE, INC.	Monica Brown Adeeko	HOUSTON	monica.brown@dl2c.com	Active	A-Active	BL
1742528044700	DK PARTNERS, P.C.	Steve Kangas	WEST LAKE HILLS	steve@dktxcpa.com	Active	A-Active	HI
1721219070000	DKJ GROUP, INC.	PRESIDENT/DARWIN K. JOHNSON	ALLEN	darkay@aol.com	Active	A-Active	BL
	DOTT PROFESSIONAL &					A-	

1742756644700	TECHNICAL SERVICES	CRISTINA FELDOTT	AUSTIN	cristina@dottpt.com	Active	Active	WO
1204201883300	DWG CPA PLLC	Darrell W Groves	MISSOURI CITY	info@dwgcpatx.com	Active	A-Active	BL
1473468370000	EDGE METRICS	Viktoria Hagedorn	LAKEWAY	viktoria.hagedorn@gmail.com	Active	A-Active	WO
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1061506090100	EMMAUS TAX & FINANCIAL SERVICES, PLLC	E D Johnson	AUSTIN	nest551@yahoo.com	Active	A-Active	BL
1741867466300	GARZA/GONZALEZ & ASSOCIATES	Rene E.Gonzalez, CPA Senior Partner	SAN ANTONIO	regonzalez@gga-cpa.biz	Active	A-Active	HI
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	HOUSTON	ben@gomezandco.com	Active	A-Active	HI
1760550769200	INTEGRATED NETWORK SOLUTIONS, INC.	Pres./CHRISTOPHER BALQUE	HOUSTON	cqbalque@insi-net.com	Active	A-Active	BL
1061827717100	JN3 GLOBAL ENTERPRISES, LLC DBA EXCEL GL	James Nowlin	AUSTIN	jnowlin@excelglobalpartners.com	Active	A-Active	BL
1752962352600	KELLOGG AND KELLOGG, P.C.	Dina Kellogg	BENBROOK	dina@kelloggandkellogg.com	Active	A-Active	HI
1463193000600	KF TAX & ACCOUNTING, P.C	Kemi Nwagbo, CPA	ROUND ROCK	kemi@kftaxandfinancials.com	Active	A-Active	BL
1510606674700	LACEY NEWDAY CONSULTING, LLC	Principal/Sidney E. Lacey	HOUSTON	slacey@LNCHouston.com	Active	A-Active	BL
1261714135800	MARIGA CPA PLLC	Susanne Mariga	HOUSTON	smariga@marigacpa.com	Active	A-Active	BL
1760488832500	MCCONNELL & JONES LLP	Ira Wayne McConnell	HOUSTON	info@mjlm.com	Active	A-Active	BL
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	PEARLAND	emcreaken@mediariders.com	Active	A-Active	WO
1460991289500	MLHUBBARD, PLLC	Michelle Hubbard	FULSHEAR	michelle@mlhubbard.com	Active	A-Active	WO
1742809795400	MONDAY RUFUS & CO., P.C.	MONDAY RUFUS	AUSTIN	MONDAY@MONDAYRUFUS.COM	Active	A-Active	BL
1208585730300	NICHE ASSURANCE	Peter Kiilu	HOUSTON	kiilu@nicheconsult.net	Active	A-	BL

	LLC					Active	
1800422253700	OKAFOR & ASSOCIATES, PC	Chris Okafor	AUSTIN	chris.okafor@okaforcpa.com	Active	A-Active	BL
1742642884700	PENA BRIONES MCDANIEL & CO, PC	Teri Reinert	EL PASO	teri@cpaelpaso.com	Active	A-Active	HI
1432093737900	PERFECT BALANCE	SANDRA TENNANT	AUSTIN	SANTENN@SBCGLOBAL.NET	Active	A-Active	WO
1453301414900	POPE CONSULTING	Missy Pope	AUSTIN	missy@popeconsult.com	Active	A-Active	WO
1752398221700	PRETTYMAN & ASSOCIATES, INC.	LANELLE PRETTYMAN	DALLAS	lprettymn@aol.com	Active	A-Active	WO
1810554322900	R. MENDOZA & COMPANY, P.C.	Mging Shareholder/Rosie Mendoza	AUSTIN	rosiem@rmendozacpa.com	Active	A-Active	HI
1742653274700	RICHARD M BURRIOLA, P.C.	RICHARD M. BURRIOLA	SAN ANTONIO	rmb@rmburriolacpa.com	Active	A-Active	HI
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@sagebrush.com	Active	A-Active	WO
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO
1473537578500	THE ALLEN CPA FIRM, PLLC	Robert Allen	HOUSTON	robert@theallencpafirm.com	Active	A-Active	BL
1270033290601	THE BRADBY GROUP	Owner/Claudell Bradby	SPRING	bradbycpa@sbcglobal.net	Active	A-Active	BL
1460997645200	TRINITY REVIEW SERVICES, INC.	Johnny L Rogers	DESOTO	johnnyr@trinityreview.com	Active	A-Active	HI
1203206983800	VANDERSLICE CONSULTING	Owner/CAMILLE VANDERSLICE	AUSTIN	camille@dbtxcpa.com	Active	A-Active	WO
1264815552600	VARGAS CPA, P.C.	ARTURO VARGAS	ANTHONY	avargas@vargascpa.com	Active	A-Active	HI
1742766150300	VARGAS, P.C.	President/Arturo Vargas	EL PASO	avargas@vargascpa.com	Active	A-Active	HI
1262714292500	WILLIAMS DATA SERVICES	Patsy Williams	BARTLETT	williamsdata@aol.com	Active	A-Active	WO

Search found 44 vendors, 44 are HUB's, Includes 0 Inactive Vendors.

Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=946,Section1 Item(s)=(20)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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#2

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
CYTOLOGY SCREENING and LABORATORY TESTING SERVICES
Commodity Codes: 948-55 and 924-16
DATE OPENED: MARCH 30, 2016 **DATE CLOSED: APRIL 13, 2016 at noon**

Scope of Work:
Provision of laboratory services for specimens such as Liquid Based Pap Smears, Chlamydia and Gonorrhea tests, confirmatory HIV tests, HPV tests, Syphilis Test, tissue biopsies of the breast and cervix, Hepatitis B, CBC, lipid panel, vaginal cultures, CBC, CMP, urine cultures, etc., for clients that are eligible under the Healthy Texas Women's Project.

Location of Work – Plans/Specifications:
The actual specimens are collected at South Texas Family Planning & Health Corporation clinics and picked up by a delivery service as scheduled. The organization is a non-profit 501-C-3 corporation that provides family planning, men's health, primary health care and expanded primary health care, breast & cervical cancer services & other related health screenings to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers with expanded primary care; 4 natural family planning educational facilities; 6 breast and cervical cancer facilities; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The lab must be insured to cover services performed for South Texas Family Planning & Health Corp.

Required Qualifications:
The laboratory must be College of American Pathologists or JCAHO accredited, with required CLIA accreditations to perform services for STFPHC. The lab must provide reports that are in accordance with nationally recognized guidelines with results clearly indicated. The lab must be able to provide results within in 3 working days and call back on adverse results immediately. The laboratory contracted must make arrangements for specimens to be picked up and delivered on a designated schedule with all costs for delivery and pick-up absorbed by the lab.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Please inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by the laboratory submitting bids. Bids may not be higher than the proposed maximum allowable rates listed by the Texas Health and Human Services Commission service delivery programs for this bidding opportunity.

Deadline/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:37 PM
To:	'mirelestech@live.com'
Subject:	HUB Subcontracting Opportunity Notice for Cytology Screening / Laboratory Testing Services
Attachments:	HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf

Hello Martha Mireles (Mireles Technologies, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Cytology Screening/Laboratory Testing Services for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:35 PM
To:	'jpafful@affulconsulting.com'
Subject:	HUB Subcontracting Opportunity Notice for Cytology Screening / Laboratory Testing Services
Attachments:	HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf

Hello John Afful (Afful Consulting Corporation):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Cytology Screening/Laboratory Testing Services for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Call Returned.
Discussed Oppty. Not
right oppty now.

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:36 PM
To:	'asubhani@centextech.com'
Subject:	HUB Subcontracting Opportunity Notice for Cytology Screening / Laboratory Testing Services
Attachments:	HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf

Hello Abdul Subhani (Centex Technologies):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Cytology Screening/Laboratory Testing Services for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:39 PM
To:	'sgangal@sysprotech.com'
Subject:	HUB Subcontracting Opportunity Notice for Cytology Screening / Laboratory Testing Services
Attachments:	HUB Subcontracting Opportunity Notice - Cytology Screening and Laboratory Testing Services.pdf

Hello Shri Gangal (Syspro Technologies, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Cytology Screening/Laboratory Testing Services for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 15 vendors, 15 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(55)

Back 948-55 Medical and Laboratory (Non-Physician)

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibility
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI
1205766150100	HARBOR ALLIANCE, INC.	PAULINE C. MARTIN	HOUSTON	HARBORALLIANCE@SBCGLOBAL.NET	Active	A-Active	BL
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	WO
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	Active	A-Active	WO
1742742174200	MIRELES TECHNOLOGIES,	Pres./Martha A. Mireles	SAN ANTONIO	mirelestech@live.com	Active	A-Active	HI

	INC.						
1900254738800	NATIONWIDE TESTING SYSTEMS	Lezlie Claire Potts	HOUSTON	lezlie@nationwidetestingsys.com	Active	A-Active	BL
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	Active	A-Active	HI
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO
1742555085600	THE WILSON GROUP	Sec/Wilma Grupe	CORPUS CHRISTI	wgrupe@thewilsongrp.com	Active	A-Active	WO

Search found 15 vendors, 15 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(55)

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Results For HUBs on CMBL Search

Search found 127 vendors, 127 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=924,Section1 Item(s)=(16)

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Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HI EI
1753021823300	AFFUL CONSULTING CORPORATION	CEO/John Afful	PLANO	jpafful@affulconsulting.com	Active	A-Active	BL
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	AUSTIN	anil.patel@ajantaconsulting.com	Active	A-Active	AS
1742699266900	AMERICAN INTERNATIONAL TRANSLATORS	SANDRA CHADA	AUSTIN	aitranslators@aol.com	Active	A-Active	W
1263871617000	ANDTech SOLUTIONS, LLC	Myoshia Boykin-Anderson	HOUSTON	mbanderson@andtechllc.com	Active	A-Active	BL
1204050889200	ASENTRENE, INC.	Henry Garcia	SAN ANTONIO	hfgarcia@asentrene.com	Active	A-Active	HI
1461509122100	Spell SERVICES, INC.	Denise D Aspell	SAN ANTONIO	deedee@aspell.com	Active	A-Active	HI
1471359971100	AUSTIN TEXAS MEDIATORS LLC	Barbara Ann Allen	GEORGETOWN	info@austintexasmediators.com	Active	A-Active	W
1464189998500	AVALON BUSINESS PARTNERS	Kathryn Martinez	DALLAS	info@avalonbp.com	Active	A-Active	HI
1473922599400	BEHAVIORAL HEALTH CONSULTANTS, LLC	Lucy Williams	CORPUS CHRISTI	lw@behavioralhealthconsultants.org	Active	A-Active	HI
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	AUSTIN	jane.scott@brightleafgroup.com	Active	A-Active	W
	BUFFALO CLOUD						

1473456328200	CONSULTING, LLC	Christine A. Moses	AUSTIN	info@buffalocloudconsulting.com	Active	A-Active	BL
1462339453400	C.B.K. COMPUTING LLC	Shailesh destitute	AUSTIN	admin@cbkcomputing.com	Active	A-Active	AS
1473982553800	CAPSTONE HIGHERED SERVICES LLC	Diana Pino	HOUSTON	diana.pino@capstonehighered.com	Active	A-Active	HI
1204078903900	CENTEX TECHNOLOGIES	Abdul B. Subhani	KILLEEN	asubhani@centextech.com	Active	A-Active	AS
1454939954200	CENTURION SOLUTIONS LLC	Douglas C Jackson	COLLEGE STATION	dcjackson@centurion-solutions.com	Active	A-Active	DV
1271325935100	CG DESIGNS GROUP	Celia Geraldo	CEDAR PARK	cgeraldo@cgdesignsgroup.com	Active	A-Active	W
1752449053300	CHEM CHEK, INC.	Lori Bauske	RICHARDSON	lbauske@chemchekinc.com	Active	A-Active	W
1205925909800	CHIVAS ENGINEERING & CONSULTING, INC.	CEO / Dr. Spring K. Ramkumar	AUSTIN	vasant@chivascorp.com	Active	A-Active	AS
1203877857200	COGNITIVE PROFESSIONAL SERVICES INC.	Cognitive Professional Sevices Inc.	ROUND ROCK	BD@cog-ps.com	Active	A-Active	HI
1471496086200	COLLINS COMMUNICATION INSTITUTE	Owner/David Collins	SUGAR LAND	ccitutoring@yahoo.com	Active	A-Active	BL
1061817188700	CONAWAY CONSULTING, INC.	DEBORAH M. CONAWAY	AUSTIN	debbie@conawayconsulting.com	Active	A-Active	W
1510413671600	CONFLICT CONNECTIONS, INC.	President/Patricia Mae Porter	SAN ANTONIO	pmporter@conflictconnections.com	Active	A-Active	W
1474204485300	CONGER CONSTRUCTION SERVICES.	Richard Conger	BARRY	conger_mary@yahoo.com	Active	A-Active	W
1742723942500	COOPER CONSULTING COMPANY	Melynda Caudle	AUSTIN	melyndacaudle@cooperconsulting.com	Active	A-Active	W
1474579990900	CORERECON, LLC	Christopher Hegg	CORPUS CHRISTI	Chris@CoreRecon.com	Active	A-Active	HI

1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	BL
1463229271100	DANCO MEDIATION & CONSULTATION, LLC	Connie Daniels	CONVERSE	cdaniels1@satx.rr.com	Active	A-Active	W
1352474214800	DAVIS PSYCHOLOGICAL HEALTH & WELLNESS PR	Dr. Regina G. Davis, Ph.D.	SAN ANTONIO	dr.reginagdavis_phd@yahoo.com	Active	A-Active	BL
1271446683100	DAZZIE MCKELVY LLC	Dazerina McKelvy	AUSTIN	dazziemckelvy@gmail.com	Active	A-Active	BL
1742913447500	DISPUTE MANAGEMENT GROUP, LLC	Manager, Jose L. Hernandez, P.E.	AUSTIN	dmghernandez@sbcglobal.net	Active	A-Active	HI
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	AUSTIN	cristina@dottpt.com	Active	A-Active	W
1464918008100	DR. D'S LEVERAGE, LLC	AARON DEWISPELARE	BOERNE	adewiso@gvtc.com	Active	A-Active	D\
1461253364700	ED-POINT, LLC	Linda Villarreal	CORPUS CHRISTI	lindakayvillarreal@gmail.com	Active	A-Active	HI
1472354699100	EDUCATION AND STATISTICAL CONSULTING	Près / Tobechukwu Nelson Ikegulu, Ph.D.	BEAUMONT	Ivkestat@hotmail.com	Active	A-Active	BL
1134307214300	EDVANCE RESEARCH, INC.	Debrale Greywolf	SAN ANTONIO	dgraywolf@edvanceresearch.com	Active	A-Active	W
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	W
1272798227900	EMCARE CONSULTING LLC	Elaine Watson Flanagan	DESOTO	emcareconsultingllc@gmail.com	Active	A-Active	W
1412259727200	EMPLOYOU, LLC	President/Leanne E. King	SAN ANTONIO	leanne@seekinghr.com	Active	A-Active	W
1760616534200	EXCELLERATE PERFORMANCE	Denise Shanklin	AUSTIN	dshanklin@excelleratepa.com	Active	A-Active	BL

	ADVISORS						
1770710996700	FIRECAT STUDIO, LLC	CEO/Susan Price	SAN ANTONIO	susan@firecatstudio.com	Active	A-Active	W
1264455394800	FLAGTREE SYSTEMS LLC	President / Gurusamy Palanichamy	PLANO	palani@flagtree.com	Active	A-Active	AS
1731703114800	FOCUSED SOLUTIONS	Owner / John L. De La Cruz	DONNA	JLDLC@SBCGLOBAL.NET	Active	A-Active	HI
1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	CORPUS CHRISTI	drhebert1.tie@txindeval.com	Active	A-Active	HI
1454906749500	FOUR VICTOR GROUP	Dathan Copeland/Chief Operating Officer	AUSTIN	dathan@fourvictorgroup.com	Active	A-Active	HI
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	HOUSTON	ben@gomezandco.com	Active	A-Active	HI
1352317159600	GOVERNMENT PROCUREMENT SERVICES	President/Janet Hasty	SPICEWOOD	janet@gpstraining.biz	Active	A-Active	W
1262969597900	GRAFTON A SPINKS DBA AL SPINKS & ASSOCIA	Grafton A Spinks	HOUSTON	al@asapresents.com	Active	A-Active	BL
1473267843900	GWH QUALITY GROUP	Pamela Gardner	MISSOURI CITY	gardnepc@swbell.net	Active	A-Active	BL
1203904854600	HART EDITORIAL SERVICES	Ann Weaver Hart	BRYAN	ann@harteditorial.com	Active	A-Active	W
1204581528400	HEDGE FORD MANAGEMENT	R. Dick	LAKE DALLAS	hedgefordmgmt@gmail.com	Active	A-Active	BL
1471267423400	HERNANDEZ CONSULTING TECHNOLOGIES (HCT)	Alvin Hernandez	SAN ANTONIO	alher58@gmail.com	Active	A-Active	HI
1742532120900	HICKS & COMPANY, ENVIRONMENTAL/	Pres./Sandra E. Hicks	AUSTIN	hicks@hicksenv.com	Active	A-Active	W
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	Active	A-Active	DI

1454543821100	HILL EDUCATIONAL CONSULTANTS, LLC	Essie Hill	FRISCO	ehill@hilledconsultants.com	Active	A-Active	BL
1463320410300	HILWELL	Sandra Wellborn	CONROE	sandra@hilwell.com	Active	A-Active	W
1452467031300	I AM SAFETY	Lynda J Coker	SEGUIN	lynda@iamsafetytx.com	Active	A-Active	W
1810817185300	ILLUMINATE VIDEO, LLC	Rachel Bays	HOUSTON	rachel@illuminatevideo.com	Active	A-Active	W
1061681445400	INDEPENDENT REPORTS	Roberta Ambrosino	SAN ANTONIO	robertaambrosino@yahoo.com	Active	A-Active	W
1473298502400	INFINITY BUSINESS SOLUTIONS LLC	Derrick Lewis	Cibolo	infinitybusinesssolutionsllc@gmail.com	Active	A-Active	BL
1010839033600	INNER CORRIDOR TECHNOLOGIES, INC.	President/Jennifer Harrison	HOUSTON	info@teachmegis.com	Active	A-Active	W
1760531168100	INTEGRITY INTERNATIONAL INC.	Deborah Clifton	HOUSTON	dclifton@go-integrity.com	Active	A-Active	W
1460772717000	J. DOMBI2 CONSULTING, LLC	CEO / Lembke Janice Dombi	FAIR OAKS RANCH	jdombi@jdombi2consulting.com	Active	A-Active	W
1204916459800	JAMES BIRD GUESS SUCCESS ACADEMY	James Bird Guess	IRVING	james@internationalsuccessacademy.com	Active	A-Active	BL
1463248961400	JSTOOGOOD LLC	Jaime Toogood	WICHITA FALLS	jaime@jstoogood.com	Active	A-Active	W
1474524634900	KESPE, LLC	Kenneth E. Seller	AUSTIN	kespe@outlook.com	Active	A-Active	D\
1651165363200	KEYSTONE RESOURCES, INC.	Julie Irvin	HOUSTON	julie@keystoneresources.com	Active	A-Active	W
1474050276100	LANGUAGES OF HOUSTON	Tsilina, Elena	HOUSTON	elena.tsilina@gmail.com	Active	A-Active	W
1320384945300	LISTO TRANSLATING SERVICES &	Roxana Heredia	KATY	roxana@listotranslating.com	Active	A-Active	HI

	MORE LLC						
1474688139100	LONGHORN SAFETY SOLUTIONS	Melissa Gresham	CELINA	melissa@longhornsafety.solutions	Active	A-Active	W
1474851753000	LOVE 2 TEACH EDUCATIONAL &	Francis Germany	HOUSTON	love2teachllc@yahoo.com	Active	A-Active	BL
1271701281400	Luminara CONSULTING INC	Rosemary Holly	AUSTIN	rosemary.holly@luminaraconsulting.com	Active	A-Active	W
1030576944900	MEDBIO PUBLICATIONS	Kersten Hammond	MCKINNEY	kersten.hammond@medbiopub.com	Active	A-Active	W
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	PEARLAND	emcreaken@mediariders.com	Active	A-Active	W
1203326322400	MI CASA ENTERPRISES	Owner, Mgr/ Paula Karen Harlan	SEAGRAVES	harlan_karen@hotmail.com	Active	A-Active	W
1742768479400	MICROASSIST INC	COO / Donald Twining	AUSTIN	DTWINING@MICROASSIST.COM	Active	A-Active	AS
1752910732200	MMC GROUP, L.P.	Pamela J Young	IRVING	pyoung@mmcgrp.com	Active	A-Active	W
1470993100100	MORGAN IT SECURITY	Owner, Louis A. Morgan	BRYAN	Mr.L.Morgan@gmail.com	Active	A-Active	BL
1271003772700	NASON / HARRIS ASSOCIATES	CHERYL NASON	ARLINGTON	NASONHARRI@AOL.COM	Active	A-Active	W
1200839056400	NEW HORIZONS CLC OF AUSTIN	Jamie Fiely x2460	AUSTIN	jfiely@nhaustin.com	Active	A-Active	AI
1274394480800	NEW RENEWABLE ENERGY TECHNOLOGIES LLC	Phil Fosso	HIGHLAND VILLAGE	fossop@asme.org	Active	A-Active	BL
1752082975900	NODE, INC.	Debra Waggoner	DECATUR	debbie@nodusinc.com	Active	A-Active	W
1272953312000	NSPIRE EDUCATION CONSULTANTS, LLC	RUBY J STEVENS-MORGAN	NAVASOTA	consultant@nspireeducation.com	Active	A-Active	BL
1731724421200	OAG CONSULTING LLC	President/OSCAR A. GONZALEZ	AUSTIN	OAGCONSULTINGLLC@ATT.NET	Active	A-Active	HI
	OAK HILL						

1742861021000	TECHNOLOGY INC.	REIGH GROSZ	AUSTIN	sharvey@OAKHILLTECH.COM	Active	A-Active	W
1452038550200	ONE CORNER AT A TIME	Gerald Paschal/Business Manager	BEAUMONT	gpaschal@onecorneratatime.com	Active	A-Active	BL
1462901283300	PD EXPERTS+, LLC	Jean Haverstick	THE JEWEL	pdexpertsplus@gmail.com	Active	A-Active	W
1743014097400	PROFOUND KNOWLEDGE PRODUCTS INCORPORATED	Jane Norman	GEORGETOWN	janen@pkpinc.com	Active	A-Active	W
1262651209400	COME LLC	Brigitta Glick	SAN ANTONIO	bglick@provenirusa.com	Active	A-Active	W
1460837850200	QUALITY121, LLC	Rhonda Richardson	BRYAN	info@quality121.com	Active	A-Active	W
1452377642600	RAISE ACHIEVEMENT, LLC	Arati Singh P.	AUSTIN	asingh@raiseachievement.com	Active	A-Active	AS
1752890712800	RAY OF HOPE	SYNTHIA R. HARTFIELD	DALLAS	OURTURN3@NETZERO.COM	Active	A-Active	BL
1471253851200	RECOMM, LLC	Brandi M. Lara	KELLER	blara@recommhq.com	Active	A-Active	W
1742237532300	RESEARCH ANALYSIS AND MAINTENANCE, INC	Ken Hill	STEP	hillk@ramincorp.com	Active	A-Active	W
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	AUSTIN	alauney@resourceintegrators.com	Active	A-Active	W
1200029531600	RESOURCES FOR LEARNING, LLC	Linda Wurzbach	AUSTIN	lindaw@resourcesforlearning.net	Active	A-Active	W
1270635276700	RG TALENT SOLUTIONS, LLC	Reginald W Calhoun Sr	CEDAR HILL	rcalhoun@rgtalentsolutions.com	Active	A-Active	BL
1820544291800	RM WALKER TRAINING & FACILITATION	REGINALD WALKER	PFLUGERVILLE	TRAININGALL@ATT.NET	Active	A-Active	BL
1742985660600	ROBECK CONSULTING, L.L.C.	Robert Collier	FAIR OAKS RANCH	Bobcollier@RobeckConsulting.com	Active	A-Active	HI

1454366781100	ROBUST SERVICES & SOLUTIONS INC	Clarance Lasana	SAN ANTONIO	cslasana357@gmail.com	Active	A-Active	BL
1202752378100	SEC-OPS, INC.	Robert Lott	CORPUS CHRISTI	robert@secopsinc.com	Active	A-Active	DV
1412216339800	SHORE RESEARCH INCORPORATED	Karin Samii Shore	AUSTIN	karin@shoreresearch.net	Active	A-Active	W
1271038216400	SIGMA RISK MANAGEMENT CONSULTING, LLC	Noel Cause	HOUSTON	noel@sigmariskmanagement.com	Active	A-Active	W
1450661856100	SMITH SAFETY TRAINING & AUDITS, LLC	Roosevelt Smith, Sr.	SPRING	smithsafetytrainingaudits@gmail.com	Active	A-Active	BL
1473462311000	SOCIAL MEDIA TECHNOLOGIES, LLC	Roderick Jones	DALLAS	ric@socialmedialg.net	Active	A-Active	BL
1453229081500	STAR FORCE	Clarence Lowe	SAN ANTONIO	clarence@starforceusa.com	Active	A-Active	BL
1208890043100	STRATEGIC EDUCATION SOLUTIONS, LLC	Cynthia Burrow	AUSTIN	cburrow@strategicedsolutions.com	Active	A-Active	W
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	W
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	DALLAS	Leticiaram@srg5.com	Active	A-Active	HI
1203132635300	SUE ELLEN JACKSON MARKETING &	OWNER/SUE ELLEN JACKSON	AUSTIN	SEJACKSON@AUSTIN.RR.COM	Active	A-Active	W
1562485180200	SYNERGY CREATIONS GROUP, LLC	Lee Sechrist	BRYAN	lee@synergycreationsgroup.com	Active	A-Active	DV
1582183363700	SYSPRO TECHNOLOGIES, INC.	Shri Gangal	PLANO	sgangal@sysprotech.com	Active	A-Active	AS
		Selene Pena				A-	

1465285768200	TALENT	Frizzell	SOUTHLAKE	talentodallas@gmail.com	Active	Active	HI
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	AUSTIN	kconnolly@txtcgroup.com	Active	A-Active	W
1461091812100	THE CHILDREN'S CAROUSEL ACADEMY, LLC	Karen A. Williamson Johnson	DESOTO	williamsonk6@aol.com	Active	A-Active	BL
1571173816900	THE CONXSIS GROUP, INC.	President/Abdul H. Shakir	ARLINGTON	ashakir@conxsis.com	Active	A-Active	BL
1460946571200	THE LANGUAGE BRIDGE	Lorena Parada-Valdes	CORPUS CHRISTI	lorena@thelanguagebridge.net	Active	A-Active	HI
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	Active	A-Active	BL
1742765222100	THE MCDONALD CONSULTING GROUP, INC.	CEO / CTO-MARY MCDONALD	AUSTIN	info@mcdcg.com	Active	A-Active	W
1752346001600	THE NELROD COMPANY	NELSON RODRIGUEZ	FORT WORTH	info@nelrod.com	Active	A-Active	HI
1460991920500	THRIVAL SCHOOL LLC	Elizabeth M Frisch	AUSTIN	elizabeth@thrivalschool.com	Active	A-Active	W
1463078484200	TOPSARGE BUSINESS SOLUTIONS LLC	and Elder	KILLEEN	dan.elder@topsarge.com	Active	A-Active	D\
1202423821900	ULIBARRI-MASON GLOBAL HR, LP	Daniel Ulibarri	DALLAS	um@umglobalhr.com	Active	A-Active	HI
1461034345200	VESTEDIN AGING CONSULTING GROUP, LLC	Bridget Samuel	PEARLAND	bridget@vestedinaging.com	Active	A-Active	BL
1912158507900	VIGNON CORPORATION	Kathy Blanck	DALLAS	kathy.blanck@vignon.com	Active	A-Active	W
1459276133300	W.J. FOSTER ENTERPRISES	DR. WILLIE J. FOSTER, SR., PH.D.	FORT WORTH	williejfoster02@gmail.com	Active	A-Active	BL
1462259752500	WATERLILY WRITING, LLC	MONIQUE DORSETT	ARLINGTON	MONIQUE@WATERLILYWRITING.COM	Active	A-Active	AS
1463264006700	WILLPOWER TECHNICAL WRITING	Onnesha Williams	HUTTO	owilliams@willpowertw.com	Active	A-Active	BL

Search found 127 vendors, 127 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=924,Section1 Item(s)=(16)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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#3

HISTORICALLY UNDERUTILIZED BUSINESS - SUBCONTRACTING OPPORTUNITY
FEMALE STERILIZATION (PROFESSIONAL PHYSICIAN MEDICAL) SERVICES
Commodity Codes: 948-46 and 948-74
DATE OPENED: March 30, 2016 DATE CLOSED: April 13, 2016

Scope of Work:
Provision of Sterilizations (Tubal Ligation/Essure Sterilization) for clients who are eligible under the Healthy Texas Women's Program.

Location of Work – Plans/Specifications:
The work will be done by the physician at his/her office and/or outpatient facility and/or hospital. South Texas Family Planning & Health Corporation is a non-profit, 501-C-3 corporation that provides family planning & other health services to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The physician must carry and provide proof of medical liability to cover sterilization procedures done for clients of the agency and must have privileges at hospitals and outpatient facilities which are contracted with STFPHC for facility use.

Required Qualifications:
The physician must be licensed in the state of Texas and must have necessary surgical accreditation to do services required in this opportunity.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by the physician/professional submitting bids. Bids may not be higher than the proposed maximum allowable rates listed by the Health and Human Services Commission for service delivery under this bidding opportunity.

Deadlines/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:53 PM
To:	'toshamoore@amazingheartshas.com'
Subject:	HUB Subcontracting Opportunity Notice for Performing Female Sterilizations
Attachments:	HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf

Hello Tosha Moore (Amazing Hearts Homecare and Staffing, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:54 PM
To:	jlarios@nursesetc.net
Subject:	HUB Subcontracting Opportunity Notice for Performing Female Sterilizations
Attachments:	HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf

Hello Jennifer Larios (Donald L.Money Enterprises, LLC, DBA: Elite Personnel):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:55 PM
To:	pri@physicianresources.com
Subject:	HUB Subcontracting Opportunity Notice for Performing Female Sterilizations
Attachments:	HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf

Hello Jolyn Scheirman (Physician Resources, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 4:52 PM
To:	bo.depena@fidelitypartners.org
Subject:	HUB Subcontracting Opportunity Notice for Performing Female Sterilizations
Attachments:	HUB Subcontracting Opportunity Notice - Female Sterilization Services.pdf

Hello Bo DePena (Fidelity Partners Medical Staffing, LLC):

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Results For HUBs on CMBL Search

Search found 25 vendors, 25 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74)

Back 948-74 Professional Medical Svcs. (Pharm, Phys., all specialty)

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibilit
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	BL
1274474863800	DOC-AID TELEMEDICINE SERVICES	Monica Saenz, MD	KATY	msaenz@doc-aid.com	Active	A-Active	HI
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA: ELITE PERSONNEL CONSULTANTS INC	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1742632901100		Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI

1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A-Active	HI
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	Active	A-Active	WO
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	Active	A-Active	DV
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	WO
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	WO
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	HOUSTON	pri@physicianresources.com	Active	A-Active	WO
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	Active	A-Active	WO
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	Active	A-Active	HI
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL

1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	SAN ANTONIO	srg@vesahealth.com	Active	A-Active	HI

Search found 25 vendors, 25 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74)

Back

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Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Results For HUBs on CMBL Search

Search found 14 vendors, 14 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46)

Back 948-46 Hospital Services (In-patient/Outpatient)

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibility
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	Active	A-Active	BL
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL

1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO

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Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46)

Back

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

"Serving you with excellence, commitment, and pride every single day!"

#4

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
PHYSICIAN/MID-LEVEL CLINICIAN (PROFESSIONAL) SERVICES
Commodity Codes: 948-74; 948-47; 948-48
DATE OPENED: March 30, 2016 DATE CLOSED: April 13, 2016 at noon

Scope of Work:
Clinician (physician or mid-level practitioner) is needed for publicly funded primary health care and expanded primary health care clinics, family planning clinics, and breast and cervical cancer clinics. Clinicians provide direct services to low-income, indigent, and very poor populations at STFPHC. Services include complete physical exams, pregnancy confirmations, provision of birth control methods, primary health care services, and treatment medications, insertion of Implantable Devices, on-site screenings & treatments of STD's and infections, and other related breast & cervical cancer health care screenings, diagnosis, and treatments. The clinician will also make orders to send clients for radiological services, surgical services, etc., with those contracted with STFPHC. Clinicians must participate in day-to-day activities (follow-ups, site reviews, facility reviews, pharmacy reviews, staff observations, medical chart audits, attend quarterly staff trainings/meetings, etc.). The clinician is part of the agency's quality assurance committee. Clinicians must follow nationally recognized guidelines in clinical practice and must assist the medical director/asst. medical director to draft protocols, policies, procedures, etc., as requested.

Location of Work – Plans/Specifications:
The work is done on-site at South Texas Family Planning & Health Corporation clinics. The bulk of the services are done in Corpus Christi, Texas and seven surrounding counties where comprehensive clinics are located. Extensive Travel is required. There are 6 comprehensive family planning clinics with expanded and primary health care services; 4 natural family planning educational facilities; 6 Breast and Cervical Clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The clinician may carry their own proof of professional medical liability to cover all acts & services done for South Texas Family Planning & Health Corporation (STFPHC) clients and should have STFPHC listed as "additionally insured" on their liability coverage or be able to be covered under the organizations.

Required Qualifications:
The Clinician must be licensed to practice in the state of Texas and must be a physician, advanced nurse practitioner in family health, a physician's assistant, or physician licensed to perform primary health care services, breast & cervical cancer services, and family planning services. The clinician must be in good standing with the Texas Medical or Nursing Board, and have prescriptive authority. Experience in publicly funded programs is preferred. The Clinician must be able and willing to travel and carry and respond to a 24 hour emergency beeper and accept telephone calls from clinic staff 24 hours per day. The Clinicians work about 4+ hours per clinic session on-site at clinics as scheduled and assigned. Weekends and late evenings are required. Clinicians must be certified to insert and remove devices.

Contact Person:
Martha F. Zuniga, MPA, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone #: **(361) 855-7333 ext. 11 (Inform the person who answers the phone you are responding to this HUB subcontracting opportunity)**

Job Cost:
A clinician job description will be sent to any interested parties and the position pays $225 - $325 per 4 hour clinic session to start. Spanish Speakers, those certified to insert and remove implants and IUD are paid at the higher rate. The clinician is not an employee of STFPHC, but rather an "independent contractor."

Deadline/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:23 PM
To:	bo.depena@fidelitypartners.org
Subject:	HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services
Attachments:	HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf

Hello Bo DePena (Fidelity Partners Medical Staffing, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as Provider (Physician, Nurse Practitioner, Physician Assistant, CNMW) for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

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Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:22 PM
To:	priorityclc@gmail.com
Subject:	HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services
Attachments:	HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf

Hello Cynthia Beard (CB Global Solutions, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as Provider (Physician, Nurse Practitioner, Physician Assistant, CNMW) for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:22 PM
To:	wendysc@hrnetconnection.com
Subject:	HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services
Attachments:	HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf

Helio Wendy Chance (Elite Personnel Consultants, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as Provider (Physician, Nurse Practitioner, Physician Assistant, CNMW) for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

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Martha Zuniga

From: Bo J. DePena, II <bo.depena@fidelitypartners.org>
Sent: Tuesday, April 05, 2016 1:26 PM
To: MarthaZuniga@stfphc.org
Subject: RE: HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services

HI Martha...I just read your message, thanks for thinking of us on this effort. Due to time and other proposal writings in progress we will have to pass on this one, I hope we can work together on another one in the near future, thanks again for considering Fidelity, best regards..Bo

Bolivar DePeña, II CCIM, MSA
Fidelity Partners President and CEO
FIDELITY PARTNERS..."A PARTNER YOU CAN COUNT ON"
GOVERNMENT & COMMERCIAL MEDICAL, TECHNOLOGY & LOGISTICS
CONTRACTING | CONSULTING | EXECUTIVE SEARCH | OUTPLACEMENT
PROFESSIONAL CERTIFICATIONS: SBA 8(a) | SDB | GSA IT Schedule 70 | GSA Med Schedule 621I (Pending)
Texas State HUB | MBE | SBE | NAR | Certified Commercial Investment Member (CCIM) License # 0347226

From: Martha Zuniga [mailto:MarthaZuniga@stfphc.org]
Sent: Wednesday, March 30, 2016 5:23 PM
To: bo.depena@fidelitypartners.org
Subject: HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services

Hello Bo DePena (Fidelity Partners Medical Staffing, LLC):

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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:32 PM
To:	pjnelson@bracaneco.com
Subject:	HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services
Attachments:	HUB Subcontracting Opportunity Notice - Physician or Mid Level Clinician Services.pdf

Hello Pamela Nelson (Bracane Company):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as Provider (Physician, Nurse Practitioner, Physician Assistant, CNMW) for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

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Executive Director
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Back 948-74 Professional Medical Services (Pharm., Physn, All Spec.)

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1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cibinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	BL
1274474863800	DOC-AID TELEMEDICINE SERVICES	Monica Saenz, MD	KATY	msaenz@doc-aid.com	Active	A-Active	HI
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI

1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A-Active	HI
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	Active	A-Active	WO
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	Active	A-Active	DV
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	WO
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	WO
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	HOUSTON	pri@physicianresources.com	Active	A-Active	WO
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	Active	A-Active	WO
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	Active	A-Active	HI
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL

1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	SAN ANTONIO	srg@vesahealth.com	Active	A-Active	HI

Search found 25 vendors, 25 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74)

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Results For HUBs on CMBL Search

Search found 20 vendors, 20 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(47)

Back 948-47 Health Care Center Services

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HU Ell
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	prioritycic@gmail.com	Active	A-Active	BL
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	Active	A-Active	WO
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A-Active	HI
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	WESLACO	HEALINGANGELINC@AOL.COM	Active	A-Active	HI

1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	DALLAS	Leticiaram@srg5.com	Active	A-Active	HI
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	IRVING	echu@truexcellencestaffing.com	Active	A-Active	HI

Search found 20 vendors, 20 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(47)

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Search found 33 vendors, 33 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(48)

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Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	H E
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	Bl
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	HOUSTON	keithrrk@me.com	Active	A-Active	Bl
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	AUSTIN	ellen.kester@bilinguistics.com	Active	A-Active	W
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	Bl
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	RICHARDSON	cahmed@gmail.com	Active	A-Active	A
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	Bl
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	prioritycic@gmail.com	Active	A-Active	Bl
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	Bl
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	Bl
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	W
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	H
1465683208700	FOUR STAR HEALTH	Charles W. Hebert	CORPUS	drhebert1.tie@txindeval.com	Active	A-	H

	AND SAFETY, LLC		CHRISTI			Active	
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	Active	A-Active	W
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	Active	A-Active	BI
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A-Active	H
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	WESLACO	HEALINGANGELINC@AOL.COM	Active	A-Active	H
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	AUSTIN	karen@hirepros.com	Active	A-Active	W
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	W
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	W
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	Active	A-Active	W
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BI
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	A
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	Active	A-Active	W
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	Active	A-Active	W
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourceslp.com	Active	A-Active	D
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	STAFFORD	cbarclay@qdlinc.com	Active	A-Active	BI
1264178007200	RVD ENTERPRISES LLC	David R. Dixon	DALLAS	david@rvdenterprises.com	Active	A-Active	A
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@esagebrush.com	Active	A-Active	W
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	PALMER	eduke@segnian.com	Active	A-Active	W
		President &					

1262630132400	STERLING PHYSICAL THERAPY &	CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BI
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	W
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	Active	A-Active	BI
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	IRVING	echu@truexcellencestaffing.com	Active	A-Active	H

Search found 33 vendors, 33 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(48)

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Back 948-48 Health Care Services

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	H E
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	Bl
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	HOUSTON	keithrrk@me.com	Active	A-Active	Bl
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	AUSTIN	ellen.kester@bilinguistics.com	Active	A-Active	W
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	Bl
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	RICHARDSON	cahmed@gmail.com	Active	A-Active	A:
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	Bl
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	Bl
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	Bl
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	Bl
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	W
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	H
1465683208700	FOUR STAR HEALTH	Charles W. Hebert	CORPUS	drhebert1.tie@txindeval.com	Active	A-	H

	AND SAFETY, LLC		CHRISTI			Active	
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	Active	A-Active	W
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	Active	A-Active	Bl
1830420584400	GOOD TYPE, INC.	Bianca Lesmes	AUSTIN	bianca@bbimaging.net	Active	A-Active	H
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	WESLACO	HEALINGANGELINC@AOL.COM	Active	A-Active	H
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	AUSTIN	karen@hirepros.com	Active	A-Active	W
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	W
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	W
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	Active	A-Active	W
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	Bl
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	A
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	Active	A-Active	W
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	Active	A-Active	W
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	D
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	STAFFORD	cbarclay@qdiinc.com	Active	A-Active	Bl
1264178007200	RVD ENTERPRISES LLC	David R. Dixon	DALLAS	david@rvdenterprises.com	Active	A-Active	A
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@esagebrush.com	Active	A-Active	W
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	PALMER	eduke@segnian.com	Active	A-Active	W
		President &					

1262630132400	STERLING PHYSICAL THERAPY &	CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BI
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	W
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	Active	A-Active	BI
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	IRVING	echu@truexcellencestaffing.com	Active	A-Active	H

Search found 33 vendors, 33 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(48)

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South Texas Family Planning & Health Corporation
4466 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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#5

HISTORICALLY UNDERUTILIZED BUSINESS - SUBCONTRACTING OPPORTUNITY
PHARMACIST-IN-CHARGE (PROFESSIONAL) SERVICES
Commodity Codes: 948-47; 948-74; 948-48
DATE OPENED: March 30, 2016 DATE CLOSED: April 13, 2016

Scope of Work:
Pharmacist-In-Charge for publicly funded family planning clinics/men's health centers Class D Pharmacies, that serve clients who are eligible under Healthy Texas Women's Program. This includes releasing, labeling, dispensing, conducting quarterly on-site reviews of the class D pharmacy, training of licensed and unlicensed staff, and ensuring all pharmacy library, licenses, and certifications are up to Texas State Board of Pharmacy standards.

Location of Work – Plans/Specifications:
The work is done at South Texas Family Planning & Health Corporation Class D Pharmacy clinic sites. The bulk of the pharmaceutical services are performed in Corpus Christi, Texas and seven surrounding counties. There 6 comprehensive family planning clinics/men's health centers with Class D pharmacy licenses; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The pharmacist must have professional liability to cover all acts & services done at South Texas Family Planning & Health Corporation (STFPHC), and list STFPHC as "additionally insured" on their liability.

Required Qualifications:
The Pharmacists must be licensed to practice in the state of Texas as a pharmacist and be in good standing with the Texas Board of Pharmacy. Experience with Class D pharmacies is preferred. The Pharmacists must be able and willing to travel and carry and respond to a 24 hour emergency beeper. The Pharmacists job will require about 25 hours per month on-site at different family planning clinics that have Class D Pharmacy Licenses.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
A "contractual" pharmacist job description will be sent to any interested parties and the position pays $850 per month. The pharmacist will not be employed, but rather contracted by STFPHC.

Deadline/Date Closed:
To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:17 PM
To:	toshamoore@amazingheartshas.com
Subject:	HUB Subcontracting Opportunity Notice for Pharmacist-in-Charge
Attachments:	HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

Hello Tosha Moore (Amazing Hearts HomeCare and Staffing, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as the Pharmacist In Charge for our Class D Pharmacies throughout South Texas. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

CONFIDENTIALITY NOTICE: The information contained in this email, including attachments, may be privileged, proprietary, and/or confidential as provided by law. The information in this email is intended only for the use of the individual or entity to whom it is addressed. If you have received this communication in error, please notify the sender by replying to the email message and immediately destroy/delete the email, attachments, and any and all copies you received. If you are not the intended recipient of this email, or not the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, use, etc., of any or all information or materials contained in this email is STRICTLY PROHIBITED and that you may be subject to civil liability for any use of privileged, proprietary, and/or confidential information contained herein.

Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 5:16 PM
To: bo.depena@fidelitypartners.org
Subject: HUB Subcontracting Opportunity Notice for Pharmacist-in-Charge
Attachments: HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

Hello Bo De Pena (Fidelity Partners Medical Staffing, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as the Pharmacist In Charge for our Class D Pharmacies throughout South Texas. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Martha Zuniga

From: Bo J. DePena, II <bo.depena@fidelitypartners.org>
Sent: Tuesday, April 05, 2016 1:26 PM
To: MarthaZuniga@stfphc.org
Subject: RE: HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services

HI Martha...I just read your message, thanks for thinking of us on this effort. Due to time and other proposal writings in progress we will have to pass on this one, I hope we can work together on another one in the near future, thanks again for considering Fidelity, best regards..Bo

Bolivar DePeña, II CCIM, MSA
Fidelity Partners President and CEO
FIDELITY PARTNERS..."A PARTNER YOU CAN COUNT ON"
GOVERNMENT & COMMERCIAL MEDICAL, TECHNOLOGY & LOGISTICS
CONTRACTING | CONSULTING | EXECUTIVE SEARCH | OUTPLACEMENT
PROFESSIONAL CERTIFICATIONS: SBA 8(a) | SDB | GSA IT Schedule 70 | GSA Med Schedule 621I (Pending)
Texas State HUB | MBE | SBE | NAR | Certified Commercial Investment Member (CCIM) License # 0347226

From: Martha Zuniga [mailto:MarthaZuniga@stfphc.org]
Sent: Wednesday, March 30, 2016 5:23 PM
To: bo.depena@fidelitypartners.org
Subject: HUB Subcontracting Opportunity Notice for Physician/Mid-Level Professional Services

Hello Bo DePena (Fidelity Partners Medical Staffing, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as Provider (Physician, Nurse Practitioner, Physician Assistant, CNMW) for our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:15 PM
To:	'pjnelson@bracaneco.com'
Subject:	HUB Subcontracting Opportunity Notice for Pharmacist-in-Charge
Attachments:	HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

Hello Pamela Nelson (Bracane Company):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as the Pharmacist In Charge for our Class D Pharmacies throughout South Texas. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Wednesday, March 30, 2016 5:18 PM
To: jlarios@nursesetc.net
Subject: HUB Subcontracting Opportunity Notice for Pharmacist-in-Charge
Attachments: HUB Subcontracting Opportunity Notice - Pharmacist-In-Charge.pdf

Hello Jennifer Larios (Donald L. Mooney Enterprises, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing services as the Pharmacist In Charge for our Class D Pharmacies throughout South Texas. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 25 vendors, 25 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74)

Back 948-74 Professional Medical Svcs (Pharm., Physn., all specialty)

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibilit
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cibinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	BL
1274474863800	DOC-AID TELEMEDICINE SERVICES	Monica Saenz, MD	KATY	msaenz@doc-aid.com	Active	A-Active	HI
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI

1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A-Active	HI
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	Active	A-Active	WO
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	Active	A-Active	DV
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	WO
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	WO
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	HOUSTON	pri@physicianresources.com	Active	A-Active	WO
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	Active	A-Active	WO
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	Active	A-Active	HI
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL

1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A- Active	WO
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	SAN ANTONIO	srg@vesahealth.com	Active	A- Active	HI

Search found 25 vendors, 25 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74)

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Results For HUBs on CMBL Search

Search found 20 vendors, 20 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(47)

Back 948-47 Health Care Center Services

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HU Eli
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A- Active	BL
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A- Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cibinc.net	Active	A- Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A- Active	BL
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A- Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A- Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A- Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A- Active	HI
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	Active	A- Active	WO
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A- Active	HI
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	WESLACO	HEALINGANGELINC@AOL.COM	Active	A- Active	HI

1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	DALLAS	Leticiaram@srg5.com	Active	A-Active	HI
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	IRVING	echu@truexcellencestaffing.com	Active	A-Active	HI

Search found 20 vendors, 20 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(47)

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Results For HUBs on CMBL Search

Search found 33 vendors, 33 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(48)

Back 948-48 Health Care Services

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	H E
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	Bl
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	HOUSTON	keithrrk@me.com	Active	A-Active	Bl
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	AUSTIN	ellen.kester@bilinguistics.com	Active	A-Active	W
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	Active	A-Active	Bl
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	RICHARDSON	cahmed@gmail.com	Active	A-Active	A:
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	Bl
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	prioritycic@gmail.com	Active	A-Active	Bl
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	Active	A-Active	Bl
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	Bl
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	W
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	H
1465683208700	FOUR STAR HEALTH	Charles W. Hebert	CORPUS	drhebert1.tie@txindeval.com	Active	A-	H

	AND SAFETY, LLC		CHRISTI			Active	
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	Active	A-Active	W
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	Active	A-Active	Bl
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	Active	A-Active	H
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	WESLACO	HEALINGANGELINC@AOL.COM	Active	A-Active	H
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	AUSTIN	karen@hirepros.com	Active	A-Active	W
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	Active	A-Active	W
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	W
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	Active	A-Active	W
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	Bl
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	A
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	Active	A-Active	W
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	Active	A-Active	W
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	D
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	STAFFORD	cbarclay@qdiinc.com	Active	A-Active	Bl
1264178007200	RVD ENTERPRISES LLC	David R. Dixon	DALLAS	david@rvdenterprises.com	Active	A-Active	A
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@esagebrush.com	Active	A-Active	W
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	PALMER	eduke@segnian.com	Active	A-Active	W
		President &					

1262630132400	STERLING PHYSICAL THERAPY &	CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	Bl
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	W
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	Active	A-Active	Bl
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	IRVING	echu@truexcellencestaffing.com	Active	A-Active	H

Search found 33 vendors, 33 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(48)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2087
Website: www.stfphc.org

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#6

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
HOSPITAL and OUTPATIENT SERVICES
Commodity Code: 948-46

DATE OPENED: MARCH 30, 2016 **DATE CLOSED: APRIL 13, 2016 at noon**

Scope of Work:
Provide use of facility (hospital and surgical facility) for use by agency medical director and doctors to perform procedures that must be done in a hospital/surgical facility and for required overnight stays for Agency low-income and uninsured clients, along with any other *emergency or primary health/method related services* that may be necessary to serve and treat the patient at the facility/hospital.

Location of Work – Plans/Specifications:
The work will be done at the hospital/surgical facility by a medically licensed doctor contracted with STFPHC who can perform surgeries and provide services necessary for patients of STFPHC that are eligible under the Primary Health Care Program.

South Texas Family Planning & Health Corporation is a non-profit, 501-C-3 corporation that provides family planning & other health services to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health center's with primary care and expanded primary health care; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The facility/hospital must be accredited and appropriately licensed by the State of Texas and other recognized organizations to allow surgeries and other services to be performed. All physicians that perform surgeries for STFPHC shall apply for privileges and be allowed to use the facility for services as needed.

Required Qualifications:
All necessary hospital accreditations and licensures for surgical facility and hospitals, including JACHO.

Contact Person and address to submit proposals:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this "HUB subcontracting opportunity")**

Job Cost:
To be proposed by the hospital/facility submitting bids. Bids may not be higher than the proposed maximum allowable rates listed by the Texas Health and Human Services Commission's service delivery programs for this bidding opportunity.

Deadlines/Date Closed:
To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:00 PM
To:	priorityclc@gmail.com
Subject:	HUB Subcontracting Opportunity Notice for Facility Use - Hospital - Outpatient Services
Attachments:	HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf

Hello CB Global Solutions, LLC:

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:00 PM
To:	'wendysc@hrnetconnection.com'
Subject:	HUB Subcontracting Opportunity Notice for Facility Use - Hospital - Outpatient Services
Attachments:	HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf

Hello Wendy Chance (Elite Personnel Consultants, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:01 PM
To:	'rritchie@prohealthresourcesllp.com'
Subject:	HUB Subcontracting Opportunity Notice for Facility Use - Hospital - Outpatient Services
Attachments:	HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf

Hello Robin Ritchie (ProHealth Resources, LTD., LLP)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:03 PM
To:	'kyoshida@spartnerships.com'
Subject:	HUB Subcontracting Opportunity Notice for Facility Use - Hospital - Outpatient Services
Attachments:	HUB Subcontracting Opportunity Notice - Hospital Facility and Outpatient Services.pdf

Hello Kirk Yoshida (Strategic Partnerships, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing female sterilization and other services to our client population in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Results For HUBs on CMBL Search

Search found 14 vendors, 14 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46)

Back 948-46 Hospital Services (Inpatient/Outpatient)

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibility
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cibinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	AUSTIN	wendysc@HRnetConnection.com	Active	A-Active	WO
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	Active	A-Active	HI
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	Active	A-Active	BL
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	Active	A-Active	WO
1453438107500	J. C-H. PSYCHOLOGICAL SOLUTIONS	James A. Carter-Haith Jr	AUSTIN	james@jcarterhaith.com	Active	A-Active	BL

1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	Active	A-Active	BL
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	Active	A-Active	BL
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO

Search found 14 vendors, 14 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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#7

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
RADIOLOGY-IMAGING-DIAGNOSTIC SERVICES
Commodity Codes: 948-51; 948-97; 920-30
DATE OPENED: MARCH 30, 2016 **DATE CLOSED: APRIL 13, 2016 at noon**

Scope of Work:
Provision of radiological services such as x-rays, mammograms, ultrasounds, etc., as necessary for clients that are uninsured and low-income and covered by the state's Healthy Texas Women's Program grant funds.

Location of Work – Plans/Specifications:
South Texas Family Planning & Health Corporation clinics will send the client to the Radiological facility with formal paperwork that covers the services ordered under the PCPE grant funds. The organization is a non-profit 501-C-3 corporation that provides family planning, men's health, primary health care, breast & cervical cancer services & other related health service and screenings to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers with expanded primary care; 4 natural family planning educational facilities; 6 breast and cervical cancer facilities; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The radiological facility must be insured to cover services performed for South Texas Family Planning & Health Corporation clients.

Required Qualifications:
The radiological facility must be certified by the American College of Radiology and DSHS and provide proof of passing inspection certificates as required. The facility must provide reports that are in accordance with nationally recognized guidelines and reported in BI-RAD standards and other standards. The facility must be able to provide results within in 1 working days and call back on adverse results immediately. The facility contracted must make arrangements within their current appointment scheduling system to allow for STFPHC clients to be provided services within 2 weeks from the time an appointment is requested.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Please inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by the radiological facility submitting bids. Bids may not be higher than the proposed maximum allowable rates reimbursed to STFPHC by the Texas Department of State Health Services Primary Health Care Program for this bidding opportunity.

Deadline/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **04/13/2016 at 12:00 noon. All proposals must be received by 04/13/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:42 PM
To:	toshamoore@amazingheartshas.com
Subject:	HUB Subcontracting Opportunity Notice for Radiology-Imaging-Diagnostic Services
Attachments:	HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

Hello Tosha Moore (Amazing Hearts Homecare and Staffing, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Radiology-Imaging-Diagnostic Services for our clients near and around our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:45 PM
To:	priorityclc@gmail.com
Subject:	HUB Subcontracting Opportunity Notice for Radiology-Imaging-Diagnostic Services
Attachments:	HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

Hello Cynthia Beard (CB Global Solutions, LLC):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Radiology-Imaging-Diagnostic Services for our clients near and around our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:45 PM
To:	bjames@kershhealth.com
Subject:	HUB Subcontracting Opportunity Notice for Radiology-Imaging-Diagnostic Services
Attachments:	HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

Hello Brett James (Kersh Risk Management, LLS, DBA: Kersh Heal):

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Radiology-Imaging-Diagnostic Services for our clients near and around our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Wednesday, March 30, 2016 5:46 PM
To:	'vg@cjbinc.net'
Subject:	HUB Subcontracting Opportunity Notice for Radiology-Imaging-Diagnostic Services
Attachments:	HUB Subcontracting Opportunity Notice - Radiology-Imaging-Dx.pdf

Hello Victor Quiroga (Carolyn Joyce Barksdale, Inc.)

Attached is a HUB Sub-Contracting Opportunity Notice for you if you are interested in providing Radiology-Imaging-Diagnostic Services for our clients near and around our South Texas clinic sites. Our client population is in and around the Corpus Christi, Texas area known as the Coastal Bend. The deadline to reply is April 13, 2016 at noon. If you are interested, I am available to answer your questions and encourage you to respond.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Results For HUBs on CMBL Search

Search found 2 vendors, 2 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(51)

Back 948-51 Imaging and Diagnostic SVCS

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibility
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	Active	A-Active	BL

Search found 2 vendors, 2 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(51)

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Results For HUBs on CMBL Search

Search found 8 vendors, 8 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(97)

Back 948-97 X-Ray Services (including dental)

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Status	HUB Eligibility
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	prioritycic@gmail.com	Active	A-Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	Active	A-Active	BL
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	Active	A-Active	AI
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	Active	A-Active	WO
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	Active	A-Active	DV
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	Active	A-Active	WO

Search found 8 vendors, 8 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(97)

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Results For HUBs on CMBL Search

Search found 56 vendors, 56 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=920,Section1 Item(s)=(30)

Back 920-30 Imaging Processing and Conversion Svcs.

Vendor ID	Company Name	Contact Person	City	Email	CMBL Status	HUB Stat
1542025048000	3T FEDERAL SOLUTIONS LLC	Sandeep S Yadav	AUSTIN	sales@3tfederal.com	Active	A-Activ
1260278015200	AMBONARE INCORPORATED	Samuel Chen	AUSTIN	samuel.chen@ambonare.com	Active	A-Activ
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	HOUSTON	mbanderson@andtechllc.com	Active	A-Activ
1473650239500	AUSTINSTRATEGY, LLC	DONNA R. HOLLIDAY	WIMBERLEY	DONNA.HOLLIDAY@AUSTINSTRATEGY.COM	Active	A-Activ
1270784803700	BLEEK TECHNOLOGIES	Kelvin Chatman	HUMBLE	kchatman@bleektech.com	Active	A-Activ
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	AUSTIN	jane.scott@brightleafgroup.com	Active	A-Activ
1742781401100	BUSINESS INK, CO.	Susan Goodwin	AUSTIN	sgoodwin@businessink.com	Active	A-Activ
1742775490200	CHECKPOINT SERVICES INC	KRISTEN L. COX	EL PASO	kristen.cox@checkpnt.com	Active	A-Activ
1273338028600	CLOUDPOINT SOLUTIONS	Karthik Angamuthu	AUSTIN	karthik@thecloudpoint.com	Active	A-Activ
1223858178400	COMPU-DATA INTERNATIONAL, LLC	Pres. & CEO/Juan J. Celaya	THE WOODLANDS	sales@cdiac.com	Active	A-Activ
1742771048200	CONNECTTEL, INC.	KANNAN KALIYUR	AUSTIN	kannank@connecttel.com	Active	A-Activ
1452046830800	CONVECTUS SOLUTIONS, LLC	Joanne Ung	DALLAS	joanne.ung@convectus.com	Active	A-Activ
	CRINER-DANIELS					

1760076613700	& ASSOCIATES INC	WALTER CRINER	HOUSTON	walter2@crinerdaniels.com	Active	A-Activ
1760560869800	CYBERSOFT TECHNOLOGIES, INC.	Sitaram C Yarlagadda	HOUSTON	bhaskar.patel@cybersoft.net	Active	A-Activ
1742955301300	CYRUS TECHNOLOGY, L.L.C	BETH TURMAN	AUSTIN	cyrustech@swbell.net	Active	A-Activ
1742982870400	DATAXPORT.NET, L.L.C.	Beatriz Fernandez	EL PASO	beatriz.fernandez@dataxport.net	Active	A-Activ
1203716204200	DIGITAL VERDICT, INC.	Mike Kinney	DALLAS	mkinney@digitalverdict.com	Active	A-Activ
1721348878000	DYKON COMPUTER HELP CENTER, INC.	Eben N.Dike	SUGAR LAND	sales@dykonpc.com	Active	A-Activ
1742193178700	DYNATOUCH CORPORATION	President / Thomas B. McClelland	SAN ANTONIO	tbmcclelland@dynatouch.com	Active	A-Activ
1742977440300	ELUMICOR INC.	Lisa McComb	SAN ANTONIO	lmccomb@elumicor.com	Active	A-Activ
1770710996700	FIRECAT STUDIO, LLC	CEO/Susan Price	SAN ANTONIO	susan@firecatstudio.com	Active	A-Activ
1264455394800	FLAGTREE SYSTEMS LLC	President/Gurusamy Palanichamy	PLANO	palani@flagtree.com	Active	A-Activ
1752715562000	GEORGE AND GATE CONSULTING	Anthony Igiehon	RICHARDSON	tigiehon@yahoo.com	Active	A-Activ
1870773630400	GLOBAL D.C.C. INC.	Vice, Patricia	HOUSTON	p.vice@texassecurityshredding.com	Active	A-Activ
1202881934500	GMG AGENCY, LLC	ANA GOMEZ	MCALLEN	BIDS@GMGAGENCY.COM	Active	A-Activ
1204564116900	IBRIDGE GROUP, INC.	August Alvarado	AUSTIN	August.Alvarado@ibridgegroup.com	Active	A-Activ
1200643648400	INFOSPOKE LLC	Mamatha Thatigutla	FRISCO	tmamatha@gmail.com	Active	A-Activ
1010839033600	INNER CORRIDOR TECHNOLOGIES, INC.	President/Jennifer Harrison	HOUSTON	info@teachmegis.com	Active	A-Activ
	JASS					A-

1461206724000	TECHNOLOGIES LLC	Satwinder Kahlon	AUSTIN	jasstech.austin@gmail.com	Active	Activ
1203154817000	K & COMPANY	Kay Kennemer	GEORGETOWN	kennemerk@gmail.com	Active	A-Activ
1451564196800	LANZ & SWINNEY, LLC	Jonathan Lanz	HOUSTON	jlanz@lanzandswinney.com	Active	A-Activ
1205158007900	LOBLOLLY CONSULTING, LLC	President/Patricia Wyman	AUSTIN	pwyman@loblollyconsulting.com	Active	A-Activ
1470986297400	LYNCVERSE TECHNOLOGIES, INC.	Shearrard Thomas	HOUSTON	sthomas@lyncverse.com	Active	A-Activ
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	PEARLAND	emcreaken@mediariders.com	Active	A-Activ
1752910732200	MMC GROUP, L.P.	Pamela J Young	IRVING	pyoung@mmcgrp.com	Active	A-Activ
1760197922600	MMI AGENCY	Freddy Dabaghi, Director of Marketing	HOUSTON	Freddy.Dabaghi@mmiagency.com	Active	A-Activ
1383916983900	MOR IMAGING LLC	Matthew Ruth	DALLAS	matt@morimaging.com	Active	A-Activ
1752698598500	NEBULOGIC TECHNOLOGIES (HOLDINGS), INC.	Nivas Nallanthighall	PLANO	Nivas.Nallanthi@nebulogic.com	Active	A-Activ
1200839056400	NEW HORIZONS CLC OF AUSTIN	Jamie Fiely x2460	AUSTIN	jfiely@nhaustin.com	Active	A-Activ
1010574406300	NOMAR ENTERPRISES, LLC	Contracting Admin/Kristy Weldon	MAGNOLIA	kristy.weldon@ruggeddepot.com	Active	A-Activ
1260828246800	ONE SOURCE INTERNATIONAL, LLC	Roderick Jackson	HOUSTON	roderick@osi-llc.com	Active	A-Activ
1464763625800	OPTIMUM CONSULTANCY SERVICES, LLC	President/Nooshin Yazhari	HOUSTON	nyazhari@optimumcs.com	Active	A-Activ
1271327765000	PRINCIPLE INFORMATION TECHNOLOGY	Nickell Cheruku	HOUSTON	reddy@principleinfotech.com	Active	A-Activ
1461718170700	REAL TIME SOLUTIONS	Steve Schroeder	SAN ANTONIO	steve@rtsolutions.com	Active	A-Activ

1463896484200	SEMPER FEYE SOLUTIONS, INC.	Garry Olson Jr.	AUSTIN	garry.olson@semperfeye.com	Active	A-Activ
1481282551200	SIERRA INFOSYS INC	Raghunathan Kumar	HOUSTON	senthil@sierratec-us.com	Active	A-Activ
1820573641800	SISTEMA TECHNOLOGIES, INC.	Joe Vallejo, Business Cell 210-863-9777	SAN ANTONIO	joe@sistematechnologies.com	Active	A-Activ
1742487929800	SMALL BUSINESS COMPUTER SERVICES	RICARDO RODRIGUEZ	HARLINGEN	office@sbcs-rgv.com	Active	A-Activ
1412048486100	SMARTFILES, INC.	President / Vicki Bienski	BRYAN	vbienski@smartfiles.us	Active	A-Activ
1204891512300	STAFFOR CONSULTING LLC	Jack Nagdev	PLANO	jnagdev@staffor.com	Active	A-Activ
1203882288300	STELLARGY SERVICES, LLC	Mark Roberts	AUSTIN	mroberts@stellargy.com	Active	A-Activ
1760666086200	SUNNET SOLUTIONS CORPORATION	Sandy Huang	HOUSTON	sandy.huang@sunnet.us	Active	A-Activ
1204035091500	TANNERJACOBS GROUP LLC	Debbie Tanner-Jacobs	AUSTIN	tannerjacobs@austin.rr.com	Active	A-Activ
1201891755400	TECHPEOPLE.US INC	Amy Roy	AUSTIN	amy@techpeople.us	Active	A-Activ
1760569618000	TESSELLATIONS INCORPORATED	Sangita (Beni) Patel	THE WOODLANDS	beni@tessellations.us	Active	A-Activ
1113784701500	TOMATO GRAPHICS	Rock Langston, Creative Director/Principal	AMARILLO	studio@tomatographics.com	Active	A-Activ

Search found 56 vendors, 56 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=920,Section1 Item(s)=(30)

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HUB Sub-Contracting Opportunities Phone Log - contact made

	Type	Name of Company - HUB	Phone # dialed	Date Called	Time Called	
1	Phone	Asian Contractor Association (Aletta Banks)	512-926-5400	4/5/2016	9:30 AM	Left a message. Informed email sent on HUB-SubC
2	Phone	Women's Business Enterprise Alliance (April Day)	713-681-9232	4/5/2016	9:35 AM	Left a message. Informed email sent on HUB-SubC
3	Phone	Hispanic Contractor Assn de San Antonio (Roy Attwood)	210-444-1100	4/5/2016	9:40 AM	Left a message. Informed email sent on HUB-SubC
4	Phone	Texas Assn of African American Chamber (Charles O'Neal)	512-535-5610	4/5/2016	9:45 AM	Left a message. Informed email sent on HUB-SubC
5	Phone	Amazing Hearts Homecare and Staffing LLC	817-385-7111	4/5/2016	10:00 AM	Answered. Informed to check email for HUB Sub-C
6	Phone	CB Global Solutions, LLC	281-630-7227	4/5/2016	10:15 AM	Left a message and informed to check for email HL
7	Phone	Carolyn Joyce Barksdale, Inc.	210-819-5834	4/5/2016	10:30 AM	Left a message and informed to check for email HL
8	Phone	Kersh Risk Management, LLC DBA: Kersh Heal	800-467-3005	4/5/2016	10:36 AM	Left a message and informed to check for email HL
9	Phone	Mireles Technologies	210-557-1456	4/5/2016	3:45 PM	Left a message and informed to check for email HL
10	Phone	Afful Consulting Corporation	800-797-0248	4/5/2016	11:40 AM	Left a message and informed to check for email HL
11	Phone	Centex Technologies	254-213-4740	4/5/2016	11:54 AM	Left a message and informed to check for email HL
12	Phone	Syspro Technolgies, Inc.	214-440-3801	4/5/2016	11:57 AM	Left a message and informed to check for email HL
13	Phone	Elite Personnel Consultants, Inc.	512-454-9561	4/5/2016	11:19 AM	Answered. Informed to check for email HUB-Sub C
14	Phone	Fidelity Partners Medical Staffing, LLC	210-822-4005	4/5/2016	11:22 AM	Answered. Informed to check for email HUB-Sub C
15	Phone	Bracane Company	222-568-4271	4/5/2016	10:10 AM	Left a message and informed to check for email HL
16	Phone	Donald L. Mooney Enterprises, LLC	210-566-9995	4/5/2016	11:17 AM	Answered. Informed to check for email HUB-Sub C
17	Phone	Adriana Buford, CPA	512-826-0626	4/5/2016	11:59 PM	Left a message and informed to check for email HL
18	Phone	Ajanta Consulting, LLC	512-775-2645	4/5/2016	12:01 PM	Left a message and informed to check for email HL
19	Phone	Hall & Associates, CPA	512-656-6657	4/5/2016	12:03 PM	Left a message and informed to check for email HL
20	Phone	Accenture	512-732-5300	4/5/2016	12:05 PM	Left a message and informed to check for email HL
21	Phone	Strategic Partnerships, Inc	512-531-3900	4/5/2016	11:27 PM	Informed to check for email HUB-Sub Contracting (
22	Phone	Physician Resources, Inc.	713-522-5355	4/5/2016	12:09 PM	Answered. Informed to check for email HUB-Sub C
23	Phone	Hall & Associates - returned call (inquiry)	called us back	4/5/2016	1:45 PM	Al from Hall & Associates called back to ask questic
24	Phone	Afful Consulting - returned call (inquiry)	called us back	4/5/2016	3:42 PM	just to get more information about it. I encouragec John from Afful Consulting Corporation called back happy that someone actually contacted him and w

Phone/Contact Logs

Message/Communication
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ons about the independent audit. He is considering bidding just for experience but may not. He called
l him to submit a bid and informed him I could send him copy of our last final audit if he needed such.
: indicating they do managing of lab results (appointments, etc.) but not actual testing for results. He was
as using the list.

Phone/Contact Logs

Section 7

CERTIFICATIONS AND OTHER REQUIRED FORMS

State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
N/A. Agency is non-profit. No one owns it.	N/A

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Executive Director
Title

Martha F. Zuniga
Printed Name

04/26/2016
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?..... ☐ Yes X No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

X The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No or Social Security No.	HHSC Contract No. (if applicable)
South Texas Family Planning & Health Corporation	74-1728621	

Signature of Authorized Representative	Date	Printed/Typed Name and Title of Authorized Representative
	04/26/2016	Martha F. Zuniga

DEFINITIONS

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
a. Principal investigators.
b. Providers of audit services required by the HHSC or federal funding source.
c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
(1) Principal investigators.
(2) Providers of audit services required by the HHSC or federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094
Respondent Name: South Texas Family Planning & Health Corporation

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.

2. The respondent's proposal will remain a firm and binding offer for 180 days from the date the proposal is due.

3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.

4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.

6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:

   - the intention to submit a proposal;
   - the methods or factors used to calculate the prices proposed; or
   - the respondent's proposal.

7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:

   - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
   - HHSC's procurement rules, procedures, and processes;
   - HHSC's use of the evaluation methodology and process described in RFP Section 5;
   - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
   - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094
Respondent Name: South Texas Family Planning & Health Corporation

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.

9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.

11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.

12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.

13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

15. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.

16. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

17. The respondent acknowledges all addenda and amendments to the RFP.

Signature

Martha F. Zuniga
Printed Name

Executive Director
Title

04/26/2016
Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?..... ☐ Yes X No

Name of Contractor/Potential Contractor	Vendor ID No or Social Security No.	HHSC Contract No (if applicable)
South Texas Family Planning & Health Corporation	74-1728621	

Name of Authorized Representative (type or print)	Title	Signature--Authorized Representative	Date
Martha F. Zuniga	Executive Director		04/26/2016

HHSC
5/24/95

Form Number: CPP0434 HHSC Contract No. 529-16-0094RFP

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Authorized signature

South Texas Family Planning & Health Corporation
Name of Contractor/Vendor

04/26/2016
Date

Martha F. Zuniga
Printed Name of Individual

Executive Director
Title of Individual

Effective Date: 04/02/2007 Revision Date:

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094
Respondent's Name: South Texas Family Planning & Health Corp.

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: South Texas Family Planning & Health Corporation
2. Doing Business As: Family Planning Clinic
3. Physical Address: 4455 South Padre Island Drive, Suite #29
4. Mailing Address: 4455 South Padre Island Drive, Suite #29
5. Taxpayer Identification Number: 74-1728621
6. Legal Status (check one): ☐ For-profit Entity X Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): X Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:	2. Primary Contact for Proposal Questions:
Name: Martha F. Zuniga	Name: Martha F. Zuniga
Title: Executive Director	Title: Executive Director
Mailing Address: 4455 S.P.I.D., #29	Mailing Address: 4455 S.P.I.D., #29
Corpus Christi, TX 78411	Corpus Christi, TX 78411
Telephone: (361) 855-7333	Telephone: (361) 855-7333
Fax: (361) 851-2067	Fax: (361) 851-2067
E-mail: MarthaZuniga@STFPHC.org	E-mail: MarthaZuniga@STFPHC.org

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Saunders & Associates
2. Doing Business As: Saunders & Associates
3. Physical Address: 630 East 17th Street

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094
Respondent's Name: South Texas Family Planning & Health Corp.

4. Mailing Address: Same
5. Taxpayer Identification Number: 20-8209116
6. Legal Status (check one): X For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership X Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? X Yes ☐ No

Part 4: Former Employees of a State Agency. ***Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.***

1. Name of former state employee: N/A
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____
6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes X No

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Andrew Arthur
2. Doing Business As: Same
3. Physical Address: 2392 Arnold Rd. Beeville, Tx 78102
4. Mailing Address: same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Care Regional Hospital
2. Doing Business As: Same
3. Physical Address: 1711 W. Wheeler Ave Aransas Pass, Tx 78336
4. Mailing Address: P.O Box 359 San Antonio, Tx 78292
5. Taxpayer Identification Number: 74-2950758
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Center for Disease Detection
2. Doing Business As: Same
3. Physical Address: 11603 Crosswinds Way #100, San Antonio Tx 78233
4. Mailing Address: P.O Box 659509 San Antonio, Tx 78265-9509
5. Taxpayer Identification Number: 23-2892142
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☑ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Christus Spohn Beeville
2. Doing Business As: same
3. Physical Address: 1500 E. Houston St Beeville, Tx 78102
4. Mailing Address: P.O Box 847899 Dallas, Tx 75284-7899
5. Taxpayer Identification Number: 74-1109836
6. Legal Status (check one): ☐ For-profit Entity ☑ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Christus Spohn Memorial Hospital
2. Doing Business As: Same
3. Physical Address: 2606 Hospital Blvd. Corpus Christi, Tx 78405
4. Mailing Address: P.O Box 847899 Dallas, Tx 75284-7899
5. Taxpayer Identification Number: 74-1109836
6. Legal Status (check one): ☐ For-profit Entity ☑ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Corpus Christi Medical Center
2. Doing Business As: Same
3. Physical Address: 3315 S. Alameda St. Corpus Christi, Tx 78411
4. Mailing Address: 7101 S.P.I.D Corpus Christi, Tx 78412
5. Taxpayer Identification Number: 75-2387418
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Donna A. Broach
2. Doing Business As: Same
3. Physical Address: 1030 N. Allen Rockport, Tx 78382
4. Mailing Address: Same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Dr. Charles Kirkham, MD
2. Doing Business As: Same
3. Physical Address: 7121 S.P.I.D #302 Corpus Christi, TX 78411
4. Mailing Address: Same
5. Taxpayer Identification Number: 74-2886681
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Dr Esther Khatibi
2. Doing Business As: Same
3. Physical Address: 6725 Wallstreet Corpus Christi, TX 78414
4. Mailing Address: Same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Dr. Raleigh A. Smith III, MD
2. Doing Business As: Same
3. Physical Address: 11663 W. Wheeler Aransas Pass, Tx 78336
4. Mailing Address: Same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Dr. Roland Vega
2. Doing Business As: Same
3. Physical Address: 7121 S.P.I.D #200 Corpus Christi, TX 78412
4. Mailing Address: Same
5. Taxpayer Identification Number: 74-1927637
6. Legal Status (check one): [x] For-profit Entity [ ] Non-profit Entity [ ] Governmental Entity
7. Business Structure (check one): [ ] Corporation [ ] Limited (Liability) Company [ ] Partnership [ ] Limited (Liability) Partnership [ ] Joint Venture [x] Sole Proprietorship [ ] Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): [ ] State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Patricia Olenick
2. Doing Business As: Same
3. Physical Address: 1141 Oak Avenue Rockport, TX 78382
4. Mailing Address: Same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): [x] For-profit Entity [ ] Non-profit Entity [ ] Governmental Entity
7. Business Structure (check one): [ ] Corporation [ ] Limited (Liability) Company [ ] Partnership [ ] Limited (Liability) Partnership [ ] Joint Venture [x] Sole Proprietorship [ ] Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): [ ] State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Quest Diagnostics
2. Doing Business As: Same
3. Physical Address: 2601 Hospital Blvd #104, Corpus Christi, Tx 78405
4. Mailing Address: P.O Box 841725 Dallas, Tx 75284-1725
5. Taxpayer Identification Number: 38-2084239
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☑ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Radiology and Imaging of South Texas
2. Doing Business As: Same
3. Physical Address: 3226 S. Alameda St. Corpus Christi, TX 78404
4. Mailing Address: P.O Box 600316 Corpus Christi, Tx 78466
5. Taxpayer Identification Number: 74-1165572
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☑ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Stan Gierhan
2. Doing Business As: Same
3. Physical Address: 15938 Punta Espada Loop Corpus Christi, Tx 78418
4. Mailing Address: Same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Theresa D. Trevino
2. Doing Business As: Same
3. Physical Address: 2392 Arnold Rd. Beeville, Tx 78102
4. Mailing Address: Same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☑ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Suzanne White
2. Doing Business As: Same
3. Physical Address: 16014 Strasbourg Dr. Corpus Christi, Tx 78414
4. Mailing Address: Same
5. Taxpayer Identification Number: n/a
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

Part 3: SUBCONTRACTOR INFORMATION. Additional Sub-Contractors.

1. Organization's Legal Name: Radiology Associates
2. Doing Business As: Same
3. Physical Address: 5742 Spohn Dr. Corpus Christi, TX 78414
4. Mailing Address: P.O. Box 6010 Corpus Christi, TX 78466
5. Taxpayer Identification Number: 74-1087684
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☑ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity X Non-HUB Entity

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094
Respondent's Name: South Texas Family Planning & Health Corp.

Part 5: Conflicts of Interest. ***Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.***

N/A

Have you attached additional pages for Part 5? ☐ Yes X No

Part 6: Litigation. ***Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.***

None to disclose

Have you attached additional pages for Part 6? ☐ Yes X No

HUB Rev. 2/09/07

HHSC RFP No.: 529-16-0094
Respondent's Name: South Texas Family Planning & Health Corp.

Part 7: Exceptions or Reservations to the RFP. ***List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.***

None requested

Have you attached additional pages for Part 7? ☐ Yes X No

Part 8: Texas Public Information Act (PIA): ***Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.***

1. Proposal Section: N/A
2. PIA Exception*:
3. Explanation of Why the Exception Applies:

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes X No

State of Texas
Health & Human Services Commission

Nondisclosure Statement

Acknowledgment

As a contractor to the Texas Health & Human Services Commission, I have been provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential by the Health & Human Services Commission, the State of Texas, or the United States Government. As such, I acknowledge the following:

- that my access to this information is provided solely in my capacity as a contractor to the Texas Health & Human Services Commission;
- that access to this information is solely for the purpose of discharging my duties or the duties of my employer under Texas Health & Human Services Commission contract number HHSC- 529-16-0094;
- that premature or unauthorized disclosure of this information will irreparably harm the interests of the State of Texas and the Texas Health & Human Services Commission and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act [chapter 552, Texas Government Code];
- that the information may represent confidential or proprietary information, the release of which may restricted or prohibited by law.

Agreement

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as a contractor to the Texas Health & Human Services Commission – whether written or oral, formal or informal – for the following purposes only:

- to provide the services and/or deliverables required or requested under contract number HHSC- 529-16-0094;
- to provide advice, opinion or recommendation requested by the Texas Health & Human Services Commission in the course of fulfilling the duties prescribed under the contract;
- to assist the Texas Health & Human Services Commission in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the contract.

I further agree that I shall regard any such information as confidential and that I shall not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- when authorized in writing by the Project Manager employed by the Texas Health & Human Services Commission;
- when required by court order, subpoena, or ruling of the Attorney General of Texas;
- when advised by legal counsel that disclosure is required by law or legal process;
- when the information has previously been released to the general public by the Project Manager, the Texas Health & Human Services Commission;
- when required to brief or inform a superior, provided the superior is informed of and has also executed a non-disclosure statement.

In the event I receive a request for information relating to contract number HHSC- 529-16-0094, either during or after the performance of this contract, I agree to do the following:

- notify the Project Manager or the Texas Health & Human Services Commission as soon as practical following receipt of the request;
- seek advice from appropriate legal counsel regarding my ability to disclose the information.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.

Signature

04/26/2016
Date

Martha F. Zuniga
Printed Name

HUB Subcontracting Plan (HSP)

Rev. 09/15

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

--Agency Special Instructions/Additional Requirements--

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a "continuous contract" in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: South Texas Family Planning & Health Corporation — State of Texas VID #: 17417286212000

Point of Contact: Martha F. Zuniga — Phone #: 361-855-7333 ext. 11

E-mail Address: MarthaZuniga@STFPHC.org — Fax #: 361-851-2067

b. Is your company a State of Texas certified HUB? ☐ - Yes ☑ - No

c. Requisition #: 529-16-0094 — Bid Open Date: 03/30/2016 (mm/dd/yyyy)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corporation Requisition #: 529-16-0094

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted.** Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☑ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Independent Single Audit Services	%	%	.01 %
2	Cytology Screening and Laboratory Testing Services	%	%	.01 %
3	Female Sterilization Services	%	%	.004 %
4	Physician/Mid-Level Clinician Services	%	%	.05 %
5	Pharmacist-In-Charge Services	%	%	.004 %
6	Hospital and Outpatient Services	%	%	.02 %
7	Radiology-Imaging-Diagnostic Services	%	%	.002 %
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	0.10 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☑ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☑ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2**, items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2**, item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, item b, of the completed HSP form for which you are completing the attachment.

Item Number: 01 Description: Independent Single Audit (Professional Auditing) Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be 'day zero' and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Number.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Adriana Buford, CPA, LLC	1943442384400	03/30/2016	☐ - Yes ☑ - No
Hall & Associates, CPA	1743093903700	03/30/2016	☑ - Yes ☐ - No
Accenture	1720542904000	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 01 Description: Independent Single Audit (Professional Auditing Services)

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Saunders & Associates	☐ - Yes ☑ - No		$ 10,000	.01%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 02 Description: Cytology Screening and Laboratory Testing Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (*If Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (*If No or Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Mireles Technologies	1742742174200	03/30/2016	☐ - Yes ☑ - No
Afful Consulting Corporation	1753021823300	03/30/2016	☑ - Yes ☐ - No
Centex Technologies	1204078903900	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-4 SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 02 Description: Cytology Screening and Laboratory Testing Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpass-cmbl-search/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Quest Diagnostics	☐ - Yes ☑ - No		$ 5,000	.005%
Center for Disease Detection	☐ - Yes ☑ - No		$ 5,000	.005%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 03 Description: Female Sterilization (Professional Physician Medical) Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	138399109600	03/30/2016	☐ - Yes ☑ - No
Donald L. Mooney enterprises, LLC, DBA:	1421649440200	03/30/2016	☐ - Yes ☑ - No
Physician Resources, Inc.	1760329606600	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Hispanic Contractor's Association de San Antonio	03/30/2016	☑ - Yes ☐ - No
Texas Association of African American Chambers of Commerce	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 03 Description: Female Sterilization (Professional Physician Medical) Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know the VID / EIN, leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Dr. Roland Vega	☐ - Yes ☑ - No		$ 2500	.0015%
Dr. Charles Kirkham	☐ - Yes ☑ - No		$ 2500	.0015%
Dr. Stan Shoemaker	☐ - Yes ☑ - No		$ 1000	.0005%
Dr. Martin Boyd	☐ - Yes ☑ - No		$ 1000	.0005%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 04 Description: Physician/Mid-Level Clinician (Professional) Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (*If Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (*If No or Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Fidelity Partners Medical Staffing, LLC	1550797256800	03/30/2016	☑ - Yes ☐ - No
CB Global Solutions, LLC	1320383090900	03/30/2016	☐ - Yes ☑ - No
Elite Personnel Consultants, Inc.	1742632901100	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Hispanic Contractor's Association de San Antonio	03/30/2016	☑ - Yes ☐ - No
Texas Association of African American Chambers of Commerce	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 04 Description: Physician/Mid-Level Clinician (Professional) Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1.** Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN (Do not enter Social Security Numbers. If you do not know their VID / EIN, leave the VID / EIN field blank.)	Approximate Dollar Amount	Expected Percentage of Contract
Dr. Raleigh Smith	☐ - Yes ☑ - No		$ 1200	.0005%
Terry Trevino Arthur, PA-C	☐ - Yes ☑ - No		$ 9600	.0045%
Suzanne White, PA-C	☐ - Yes ☑ - No		$ 12000	.01%
Andrew Arthur, PA-C	☐ - Yes ☑ - No		$ 12000	.01%
Dr. Esther Khatibi	☐ - Yes ☑ - No		$ 12000	.01%
Donna Broach, APRN	☐ - Yes ☑ - No		$ 12000	.01%
Dr. Connor Chase	☐ - Yes ☑ - No		$ 7200	.0025%
Patricia Olenick, APRN	☐ - Yes ☑ - No		$ 7200	.0025%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2**, items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2**, item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, item b, of the completed HSP form for which you are completing the attachment.

Item Number: 05 Description: Pharmacist-In-Charge (Professional) Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	1383919109800	03/30/2016	☐ - Yes ☑ - No
Fidelity Partners Medical Staffing, LLC	1560797256800	03/30/2016	☑ - Yes ☐ - No
Bracane Company	1900788290500	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2**, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 06 Description: Pharmacist-In-Charge (Professional) Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave this VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Stan Gierhan, RPh	☐ - Yes ☑ - No		$ 7800	.004%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2**, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2**, Item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 06 Description: Hospital and Outpatient Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Number.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
CB Global Solutions, LLC	1320383090900	03/30/2016	☐ - Yes ☑ - No
Elite Personnel Consultants, Inc.	1742632901100	03/30/2016	☐ - Yes ☑ - No
ProHealth Resources, LTD, LLP	1203904526000	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 06 Description: Hospital and Outpatient Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN (Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank.)	Approximate Dollar Amount	Expected Percentage of Contract
Care Regional Medical Center	☐ - Yes ☑ - No		$ 12000	.01%
Christus Spohn Hospital	☐ - Yes ☑ - No		$ 12000	.01%
Corpus Christi Medical Center (all campuses)	☐ - Yes ☑ - No		$ 1200	.0007%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

IMPORTANT: If you responded "*No*" to **SECTION 2**, items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2**, item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, item b, of the completed HSP form for which you are completing the attachment.

Item Number: 07 Description: Radiology-Imaging-Diagnostic Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (*If Yes*, continue to SECTION B-4.)

☑ - No / Not Applicable (*If No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mwcia.cpa.state.tx.us/passemblesearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	1383919109800	03/30/2016	☐ - Yes ☑ - No
CB Global Solutions, LLC	1320383090900	03/30/2016	☐ - Yes ☑ - No
Kersh Risk Management, LLC DBA: Kersh Heal	1452717921300	03/30/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/30/2016	☑ - Yes ☐ - No
Women's Business Enterprise Alliance	03/30/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0094

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 07 Description: Radiology-Imaging-Diagnostic Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave that VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Radiology Associates/Radiology & Imaging	☐ - Yes ☑ - No		$ 1200	.0007 %
Christus Spohn Radiology	☐ - Yes ☑ - No		$ 1200	.0007 %
CCMC Radiology	☐ - Yes ☑ - No		$ 1200	.0007 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs we solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 08/15

Enter your company's name here: South Texas Family Planning & Health Corporation Requisition #: 529-16-0094

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Martha F. Zuniga	Executive Director	04-26-2016
	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, item b.
- If you responded "No" SECTION 2, items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, item b.

TEXAS Health and Human Services System

HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	**Legal Name:** South Texas Family Planning & Health Corp. **Address:** 4455 South Padre Island Dr., Suite #29 **City:** Corpus Christi **State:** TX **ZIP:** 78411 **Main Telephone #:** 361-855-7333 **Website:** www.STFPHC.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	**Total Employees:** 46
3. Number of Subcontractors (If Applicant/Bidder will not use subcontractors, enter "0")	**Total Subcontractors:** 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** **Name:** Will Farley **Address:** 4455 South Padre Island Dr., Suite #29 **City:** Corpus Christi **State:** TX **ZIP:** 78411 **Telephone #:** 361-855-7333 **Email Address:** WillFarley@STFPHC.org **B. Privacy Official:** **Name:** Will Farley **Address:** 4455 South Padre Island Dr., Suite #29 **City:** Corpus Christi **State:** TX **ZIP:** 78411 **Telephone #:** 361-855-7333 **Email Address:** WillFarley@STFPHC.org

5. HHS Agency Information Provide the following information if known.

Contract Mgr:		Email Address:		Agency:	
Telephone #:		Requesting Dept:		PO/Contract #:	

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	**Total # (Sum a-d)** 72
a. **Devices.** Number of personal user computers, devices or drives, including mobile devices and mobile drives.	70
b. **Servers.** Number of Servers that are not in a data center or using Cloud Services.	1
c. **Cloud Services.** Number of Cloud Services in use.	1
d. **Data Centers.** Number of Data Centers in use.	0
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	**Select Option**
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	○ a. ◉ b. ○ c. ○ d.
8. HIPAA Business Associate Agreement	**Yes or No**
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	◉ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	◉ Yes ○ No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	**Yes or No**
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	◉ Yes ○ No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	◉ Yes ○ No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	◉ Yes ○ No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)	
1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information?	(●) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	(●) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	(●) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (If any responses are "No" check "No" for all three): **i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;** **ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &** **iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?**	(●) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	(●) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:

3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? **"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.**	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	☒ **No Electronic Systems**
1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: William Jarboe JR	Date: 04/26/2016

To submit the completed, signed form, do one of the following:

- **Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)**
- **Attach it to an email to infoSecurity@hhsc.state.tx.us.**

Submit by email

TEXAS Health and Human Services System

HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1
for
SOLICITATION: # 529-16-0094

Date: 3/31/2016	**PCS Purchaser/Contract Administrator: Mahsa Azadi** **Phone: 512-406-2410** **Fax: 512-406-2688**
Date Due: 04/21/2016	**Time Due: 2:00 pm**

DESCRIPTION OF THE ADDENDUM:
This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.



Microsoft PowerPoint
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: 04/26/16

Printed or Typed Name of Authorized Signature: Martha F. Zuniga

Business Entity Name: South Texas Family Planning & Health Corporation

TEXAS Health and Human Services System

HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2
for
SOLICITATION: # 529-16-0094

Date: 4/15/2016	**PCS Purchaser/Contract Administrator: Mahsa Azadi** **Phone: 512-406-2410** **Fax: 512-406-2688**
Date Due: 04/27/2016	**Time Due: 2:00 pm**

DESCRIPTION OF THE ADDENDUM:
This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.


2016 4 15 HTW RFP Amendment -- 4-15-1


HTW Sign In Sheet.PDF


Microsoft Excel Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: 04/26/2016

Printed or Typed Name of Authorized Signature: Martha F. Zuniga

Business Entity Name: South Texas Family Planning & Health Corporation

TEXAS Health and Human Services System

HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3
for
SOLICITATION: # 529-16-0094

Date: 4/20/2016	**PCS Purchaser/Contract Administrator: Mahsa Azadi** **Phone: 512-406-2410** **Fax: 512-406-2688**
Date Due: 05/2/2016	**Time Due: 2:00 pm**

DESCRIPTION OF THE ADDENDUM:
This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.



HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: 04/26/2016

Printed or Typed Name of Authorized Signature: Martha F. Zuniga

Business Entity Name: South Texas Family Planning & Health Corporation

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. **GENERAL PROVISIONS**

2.01 **Controlling Order**

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 **Inducements**

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. **AMENDMENTS AND MODIFICATIONS**

6.01 **Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 **Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 **Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. **AUDITS AND RECORDS**

7.01 **Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. **DISPUTES AND REMEDIES**

10.01 **Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 **Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency _____("HHS") and_____ ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 529-16-0132-00005 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.504(e)(1)-(3)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, **201 .** __	**DATE:**	_____